

**BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-2-wire BRITE(COC)Interface card -Add'l	1D1VG	NA	\$8.84	\$8.76	NA	\$8.80	NA	\$11.28	NA	\$9.03
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$57.58	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$36.31	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$16.12	NA	NA	NA	NA
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
	DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:										
	56 kbps loop and DS1 ded interoffice transport with channelization										
	Zone 1	TBD	\$207.66	NA	\$109.12	NA	\$219.46	\$238.58	NA	\$278.93	NA
	Zone 2	TBD	\$224.73	NA	\$113.21	NA	\$239.20	\$246.91	NA	\$296.34	NA
	Zone 3	TBD	\$280.78	NA	\$131.21	NA	\$288.44	\$261.48	NA	\$313.10	NA
	Zone 4	TBD	NA	NA	NA	NA	NA	\$276.99	NA	NA	NA
	Recurring Charges										
	4-wire 56kbps Loop per month, statewide	UDL56	NA	\$36.98	\$30.72	NA	\$35.58	NA	\$40.12	NA	NA
	4-wire 56kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 56 kbps Loop, per month, Zone 1 (Note 1)	TBD	\$27.33	\$39.08	\$26.44	NA	\$27.50	\$25.61	NA	\$34.26	\$36.45
	4-wire 56 kbps Loop, per month, Zone 2 (Note 1)	TBD	\$44.40	\$57.21	\$30.53	NA	\$47.24	\$33.94	NA	\$51.67	\$45.87
	4-wire 56 kbps Loop, per month, Zone 3 (Note 1)	TBD	\$80.45	\$126.22	\$48.53	NA	\$96.48	\$48.51	NA	\$68.43	\$65.75
	4-wire 56 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
	DS1 Channelized System per month	MQ1	NA	\$154.74	\$18.23	NA	\$126.66	NA	\$158.01	NA	\$165.21
	Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$29.97	NA	\$28.42	NA	\$30.40	\$28.48	NA	\$37.46	NA
	Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$47.04	NA	\$32.41	NA	\$50.14	\$36.81	NA	\$54.87	NA
	Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$73.31	NA	\$49.94	NA	\$99.38	\$51.38	NA	\$71.63	NA
	Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$66.89	NA	NA	NA
	4-wire 56kbps card COCI per month	1D1DD	NA	\$2.22	\$1.06	NA	\$1.94	NA	\$2.03	NA	\$2.46
	Non-Recurring Charges - New EEL (Note 2) (Note 3)										
	NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$217.17	NA	\$165.53
	NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$163.75	NA	\$124.84
	NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	\$271.29	\$458.86	NA	\$333.28	NA	\$642.74	NA	\$643.00
	NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	\$104.90	\$279.18	NA	\$230.50	NA	\$421.02	NA	NA
	NRC-DS1 Channelization System -1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$262.56	NA	\$222.87
	NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$87.18	NA	\$133.31	NA	\$163.02	NA	\$135.80
	NRC-4-wire 56kbps(COC)Interface card -1st	1D1DD	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-4-wire 56kbps(COC)Interface card -Add'l	1D1DD	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA

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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
	DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:										
	4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
	Zone 1	TBD	\$204.34	NA	\$109.12	NA	\$219.46	\$238.58	NA	\$278.93	NA
	Zone 2	TBD	\$219.33	NA	\$113.21	NA	\$239.20	\$246.91	NA	\$296.34	NA
	Zone 3	TBD	\$251.00	NA	\$131.21	NA	\$288.44	\$261.48	NA	\$313.10	NA
	Zone 4	TBD	NA	NA	NA	NA	NA	\$276.99	NA	NA	NA
	Recurring Charges										
	4-wire 64kbps Loop per month, statewide	UDL64	NA	\$36.98	\$30.72	NA	\$35.58	NA	\$40.12	NA	\$42.23
	4-wire 64kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	\$27.33	\$39.08	\$26.44	NA	\$27.50	\$25.61	NA	\$34.26	\$36.45
	4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	\$44.40	\$57.21	\$30.53	NA	\$47.24	\$33.94	NA	\$51.67	\$45.87
	4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	\$80.45	\$126.22	\$48.53	NA	\$96.48	\$48.51	NA	\$68.43	\$65.75
	4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
	DS1 Channelized System per month	MQ1	NA	\$154.74	\$18.23	NA	\$126.66	NA	\$158.01	NA	\$165.21
	Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$29.97	NA	\$28.42	NA	\$30.40	\$28.48	NA	\$37.46	NA
	Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$47.04	NA	\$32.41	NA	\$50.14	\$36.81	NA	\$54.87	NA
	Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$73.31	NA	\$49.94	NA	\$99.38	\$51.38	NA	\$71.63	NA
	Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$66.89	NA	NA	NA
	4-wire 64kbps card COCI per month	1D1DD	NA	\$1.06	\$1.06	NA	\$1.94	NA	\$2.03	NA	\$2.46
	Non-Recurring Charges - New EEL (Note 2) (Note 3)										
	NRC- DS1 interoffice - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$217.17	NA	\$165.53
	NRC- DS1 interoffice - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$163.75	NA	\$124.84
	NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	\$271.29	\$458.86	NA	\$333.28	NA	\$642.74	NA	\$192.97
	NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	\$104.90	\$279.18	NA	\$230.50	NA	\$421.02	NA	\$140.72
	NRC-DS1 Channelization System -1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$262.56	NA	\$222.87
	NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$87.18	NA	\$133.31	NA	\$249.15	NA	\$135.80
	NRC-4-wire 64kbps(COCi)interface card -1st	1D1DD	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-4-wire 64kbps(COCi)interface card -Add'l	1D1DD	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
	DS1 Interoffice Channel and DS1 Interoffice Local Loop:										
	DS1 Loop per month,State wide	USLXX	NA	\$96.46	\$60.88	NA	\$35.58	NA	\$151.50	NA	NA
	DS1 Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	\$22.88	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	\$26.42	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	\$41.99	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	NA
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	NA

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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Non-Recurring Charges - New EEL (Note 2) (Note 3)										
	NRC- DS1 interoffice - 1st	U1TF1	NA	\$370.81	\$258.46	NA	\$160.49	NA	\$217.17	NA	NA
	NRC- DS1 interoffice - Add'l	U1TF1	NA	\$247.73	\$109.53	NA	\$123.03	NA	\$163.75	NA	NA
	NRC-DS1 Local Loop - 1st	USLXX	NA	\$434.24	\$520.02	NA	\$502.73	NA	\$568.96	NA	NA
	NRC-DS1 Local Loop - Add'l	USLXX	NA	\$235.29	\$220.38	NA	\$293.92	NA	\$335.56	NA	NA
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECE	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
	DS3 Interoffice Channel and DS3 Local Loop:										
	DS3 Loop per Facility Termination per month	UE3PX	NA	\$407.58	\$390.34	NA	\$573.23	NA	\$413.09	NA	\$607.28
	DS3 Loop per mile	1L5ND	NA	\$11.97	\$8.90	NA	\$8.77	NA	\$11.40	NA	\$23.76
	Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	NA	\$1,130	\$717.60	NA	\$1,025.00	NA	\$720.38	NA	\$840.61
	Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	\$4.25	\$0.31	NA	\$6.78	NA	\$12.98	NA	\$6.88
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- DS3 interoffice - 1st	U1TF3	NA	\$682.89	\$674.50	NA	\$589.06	NA	\$794.94	NA	\$877.70
	NRC- DS3 interoffice - Add'l	U1TF3	NA	\$288.32	\$437.35	NA	\$418.42	NA	\$579.55	NA	\$540.32
	NRC-DS3 Local Loop - 1st	UE3PX	NA	\$502.08	\$761.81	NA	\$696.86	NA	\$757.25	NA	\$829.52
	NRC-DS3 Local Loop - Add'l	UE3PX	NA	\$307.56	\$545.54	NA	\$496.00	NA	\$534.95	NA	\$512.23
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMECE	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$56.25	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$56.25	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	STS-1 Interoffice Channel and STS-1 Local Loop:										
	STS-1 Loop per Facility Termination per month	UDLS1	NA	\$449.40	\$390.34	NA	\$454.28	NA	\$428.93	NA	\$400.21
	STS-1 Loop per mile	1L5ND	NA	\$11.97	\$8.90	NA	\$11.26	NA	\$11.40	NA	\$30.53
	Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TS1	NA	\$1,114	\$783.63	NA	\$1,000.00	NA	\$800.94	NA	\$838.65
	Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	\$4.25	\$2.75	NA	\$6.78	NA	\$6.29	NA	\$6.88
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- STS-1 interoffice - 1st	U1TFS	NA	\$682.89	\$633.41	NA	\$589.06	NA	\$624.86	NA	\$1,012.52
	NRC- STS-1 interoffice - Add'l	U1TFS	NA	\$288.32	\$569.05	NA	\$418.42	NA	\$436.36	NA	\$655.99
	NRC-STs-1 Local Loop - 1st	U1TS1	NA	\$502.08	\$761.81	NA	\$708.46	NA	\$757.25	NA	\$829.52
	NRC-STs-1 Local Loop - Add'l	U1TS1	NA	\$307.56	\$545.54	NA	\$507.34	NA	\$534.95	NA	\$512.23
	NRC-STs-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECE	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-STs-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99

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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$55.00	NA	NA
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$55.00	NA	NA
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	DS3 Interoffice Channel and DS1 Local Loop:										
	DS1 Loop per month, State wide	USLXX	NA	\$96.46	\$60.88	NA	\$35.58	NA	\$151.50	NA	NA
	DS1 Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	\$22.88	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	\$26.42	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	\$41.99	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	NA	\$1,130	\$717.60	NA	\$1,025.00	NA	\$720.38	NA	\$840.61
	Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	\$4.25	\$6.46	NA	\$6.78	NA	\$12.98	NA	\$6.88
	DS3 Channelized System per month	MQ3	NA	\$222.61	\$202.91	NA	\$244.37	NA	\$236.35	NA	\$225.59
	DS3 Interface per month (DS1 COCI)	UC1D1	NA	\$14.51	\$0.67	NA	\$15.49	NA	\$16.29	NA	\$3.91
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- DS3 interoffice - 1st	U1TF3	NA	\$682.89	\$458.74	NA	\$589.06	NA	\$794.94	NA	\$877.70
	NRC- DS3 interoffice - Add'l	U1TF3	NA	\$288.32	\$257.24	NA	\$418.42	NA	\$579.55	NA	\$540.32
	NRC-DS1 Local Loop - 1st	USLXX	NA	\$434.24	\$334.23	NA	\$502.73	NA	\$568.96	NA	NA
	NRC-DS1 Local Loop - Add'l	USLXX	NA	\$235.29	\$187.42	NA	\$293.92	NA	\$335.56	NA	NA
	NRC-DS3 Channelization System - 1st	MQ3	NA	\$240.04	\$196.71	NA	\$314.72	NA	\$331.54	NA	\$326.17
	NRC-DS3 Channelization System - Add'l	MQ3	NA	\$106.82	\$110.30	NA	\$224.70	NA	\$241.81	NA	\$236.25
	NRC-DS1(COC)interface card -1st	UC1D1	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-DS1(COC)interface card -Add'l	UC1D1	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECE	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	\$34.00	NA	NA	NA	NA	NA	\$19.99
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$27.79	NA	\$36.28	NA	\$91.26	NA	NA
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$20.10	NA	\$26.20	NA	\$91.26	NA	NA
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$11.98	NA	\$19.47	NA	NA	NA	NA
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	GA	NA	\$8.06	NA	NA	NA	NA
	STS-1 Interoffice Channel and DS1 Local Loop:										
	DS1 Loop per month, State wide	USLXX	NA	\$96.46	\$60.88	NA	\$72.86	NA	\$151.50	NA	NA
	DS1 Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	\$22.88	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	\$26.42	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	\$41.99	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	NA	\$449.40	\$966.49	NA	\$1,000.00	NA	\$428.93	NA	\$840.61
	Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	\$11.97	\$10.25	NA	\$6.78	NA	\$11.40	NA	\$6.88
	DS3 Channelized System per month	MQ3	NA	\$222.61	\$202.91	NA	\$244.37	NA	\$236.35	NA	\$225.59
	DS3 Interface per month (DS1 COCI)	UC1D1	NA	\$14.51	\$0.67	NA	\$15.49	NA	\$16.29	NA	\$3.91
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC-DS1 Local Loop - 1st	USLXX	NA	\$434.24	\$429.98	NA	\$502.73	NA	\$568.96	NA	TBD

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-DS1 Local Loop - Add'l	USLXX	NA	\$235.29	\$268.18	NA	\$293.92	NA	\$335.56	NA	TBD
	NRC- STS-1 interoffice - 1st	U1TFS	NA	\$682.89	\$761.81	NA	\$589.06	NA	\$624.86	NA	\$1,012.52
	NRC- STS-1 interoffice - Add'l	U1TFS	NA	\$288.32	\$545.54	NA	\$418.42	NA	\$436.36	NA	\$655.99
	NRC-DS3 Channelization System -1st	MQ3	NA	\$240.04	\$251.45	NA	\$314.72	NA	\$331.54	NA	\$326.17
	NRC-DS3 Channelization System - Add'l	MQ3	NA	\$106.82	\$485.61	NA	\$224.70	NA	\$241.81	NA	\$236.25
	NRC-DS1(COCL)interface card -1st	UC1D1	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-DS1(COCL)interface card -Add'l	UC1D1	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECS	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$56.49	NA	\$53.06	NA	\$55.00	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$45.97	NA	\$42.98	NA	\$55.00	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$36.97	NA	\$46.32	NA	NA	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$26.45	NA	\$24.83	NA	NA	NA	NA
	2-wire VG Interoffice Channel and 2-wire Local Loop:										
	2-wire VG Loop per month, statewide	UEAL2	NA	\$17.88	\$17.89	NA	\$22.84	NA	NA	NA	\$26.02
	2-wire VG Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
	2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
	2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
	2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	NA	\$26.72	\$17.07	NA	\$19.10	NA	\$18.01	NA	\$18.33
	Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	NA	\$0.02
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 2-wire VG interoffice - 1st	U1TV2	NA	\$222.65	\$79.61	NA	\$104.23	NA	\$137.48	NA	\$83.35
	NRC- 2-wire VG interoffice - Add'l	U1TV2	NA	\$118.83	\$36.08	NA	\$39.91	NA	\$52.58	NA	\$20.88
	NRC-2-wire VG Local Loop - 1st	UEAL2	NA	\$271.29	\$104.17	NA	\$128.42	NA	NA	NA	\$192.97
	NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$104.90	\$78.10	NA	\$93.60	NA	NA	NA	\$140.72
	NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMECS	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.88	NA	\$36.28	NA	\$38.07	NA	NA
	NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	\$38.07	NA	NA
	NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$19.47	NA	NA	NA	NA
	NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$8.06	NA	NA	NA	NA
	4-wire VG Interoffice Channel and 4-wire Local Loop:										
	4-wire VG Loop per month, statewide	UEAL4	NA	\$31.02	NA	NA	NA	NA	\$27.20	NA	NA
	4-wire VG Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire VG interoffice - 1st	U1TV4	NA	\$222.65	NA	NA	NA	NA	NA	NA	NA
	NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	\$118.83	NA	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG Local Loop - 1st	UEAL4	NA	\$271.29	NA	NA	NA	NA	\$86.50	NA	NA
	NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	\$104.90	NA	NA	NA	NA	\$27.80	NA	NA
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMECE	NA	\$3.20	NA	NA	NA	NA	\$3.50	NA	NA
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4-wire 56kbps Loop per month, statewide	UDL56	NA	\$36.98	\$29.92	NA	\$35.58	NA	\$40.12	NA	\$42.23
	4-wire 56kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	U1TD6	NA	\$23.82	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
	Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	NA	\$0.17
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire 56kbps interoffice - 1st	U1TD6	NA	\$222.65	\$79.61	NA	\$104.23	NA	\$137.48	NA	\$83.35
	NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	NA	\$118.83	\$36.08	NA	\$39.91	NA	\$52.58	NA	\$20.88
	NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	\$271.29	\$348.55	NA	\$421.27	NA	\$642.74	NA	\$643.00
	NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	\$104.90	\$241.20	NA	\$274.74	NA	\$421.02	NA	\$421.28
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMECE	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.88	NA	\$36.28	NA	\$38.07	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	\$38.07	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$11.41	NA	NA	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4-wire 64kbps Loop per month, statewide	UDL64	NA	\$36.98	\$30.72	NA	\$35.58	NA	\$40.12	NA	\$42.23
	4-wire 64kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

**BELLSOUTH/LEVEL 3 RATES
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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 64kbps - Facility Termination per month	U1TD6	NA	\$19.46	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
	Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	NA	\$0.17
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA	\$222.65	\$674.50	NA	\$589.06	NA	\$137.48	NA	\$877.70
	NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA	\$118.83	\$437.35	NA	\$418.42	NA	\$52.58	NA	\$540.32
	NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	\$271.29	\$761.81	NA	\$696.86	NA	\$642.74	NA	\$829.52
	NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	\$104.90	\$545.54	NA	\$496.00	NA	\$421.02	NA	\$512.23
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMECS	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$38.07	NA	NA
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$38.07	NA	NA
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Network Elements used in Dedicated Transport Combinations at UNE Rates (Note4)										
	Local Channels:										
	Local Channel - Dedicated - 2-Wire VG										
	Monthly Recurring per month	ULDV2	\$14.61	\$26.31	\$18.28	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
	per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Zone 1	TBD	NA	NA	\$11.91	NA	NA	NA	NA	NA	\$16.42
	Zone 2	TBD	NA	NA	\$13.83	NA	NA	NA	NA	NA	\$20.66
	Zone 3	TBD	NA	NA	\$21.98	NA	NA	NA	NA	NA	\$29.61
	Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined in GA:										
	NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	\$307.54	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Local Channel - Add'l	ULDV2	NA	NA	\$73.78	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$8.17	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - 4-Wire VG										
	Monthly Recurring per month	ULDV4	\$15.77	\$27.48	\$17.18	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
	per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
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		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Zone 1	TBD	NA	NA	\$12.90	NA	NA	NA	NA	NA	\$17.38
	Zone 2	TBD	NA	NA	\$14.90	NA	NA	NA	NA	NA	\$21.88
	Zone 3	TBD	NA	NA	\$23.68	NA	NA	NA	NA	NA	\$31.36
	Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined in GA:										
	NRC-4-wire VG Local Channel - 1st	ULDV4	NA	NA	\$307.54	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	NA	\$73.78	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$8.17	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - DS1										
	DS1 Monthly Recurring per month	ULDF1	\$35.52	\$42.98	\$38.57	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
	per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Zone 1	TBD	NA	NA	\$33.02	NA	NA	NA	NA	NA	\$34.76
	Zone 2	TBD	NA	NA	\$38.13	NA	NA	NA	NA	NA	\$43.75
	Zone 3	TBD	NA	NA	\$60.60	NA	NA	NA	NA	NA	\$62.70
	Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined in GA:										
	NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	\$162.03	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	\$107.76	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$8.17	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - DS3										

**BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	DS3 Local Channel - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	NA	NA	\$12.08	\$23.76
	DS3 Local Channel - Facility Termination per month	ULDF3	\$525.40	\$560.39	\$517.56	\$610.64	\$558.00	\$531.39	\$512.00	\$481.14	\$615.65
	NRC - Ordinarily Combined in GA:										
	NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$66.21	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$36.15	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$14.20	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$71.04	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$39.60	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - STS-1										
	STS-1 Local Channel - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$30.04	\$8.77	\$38.98	NA	\$12.08	\$25.11
	STS-1 Local Channel - Facility Termination per month	ULDFS	\$525.40	\$569.67	\$517.56	\$610.64	\$558.00	\$531.39	\$512.00	\$481.14	\$615.65
	NRC - Ordinarily Combined in GA:										
	NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - OC3										
	Local Channel - OC3 - per Mile	TBA	\$8.23	\$7.83	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16
	Local Channel - OC3 - per Facility Termination	TBA	\$691.33	\$940.35	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20
	NRC - Ordinarily Combined in GA:										
	NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA

			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Electronic Svc Order, per LSR	SOMECEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge										
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Local Channel - OC12										
		Local Channel - OC12 - per Mile	TBA	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
		Local Channel - OC12 - per Facility Termination	TBA	\$2,557	\$2,753	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079
		NRC - Ordinarily Combined in GA:										
		NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge										
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Local Channel - OC48	USOC									
		Local Channel - OC48 - per Mile	TBA	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
		Local Channel - OC48 - per Facility Termination	TBA	\$1,713	\$1,944	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832
		Local Channel - OC12 interface on OC48 Facility	TBA	\$736.71	\$586.28	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54
		NRC - Ordinarily Combined in GA:										
		NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA

**BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	High Capacity Loops:										
	Local Loop - Dedicated - DS3										
	DS3 Local Loop- per mile per month	1L5ND	\$10.85	\$11.97	\$8.90	\$43.69	\$11.26	\$11.40	\$11.40	\$15.53	\$30.53
	DS3 Local Loop- per Facility Termination	UE3PX	\$419.65	\$449.40	\$390.34	\$436.95	\$439.59	\$413.09	\$413.09	\$421.60	\$400.21
	NRC - Ordinarily Combined in GA:										
	NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEK	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - Dedicated - STS-1										
	STS-1 Local Loop - per mile	1L5ND	\$10.85	\$11.97	\$8.90	\$43.69	\$11.29	\$54.39	\$11.40	\$15.53	\$30.53
	STS-1 Local Loop- per Facility Termination	UDLS1	\$434.31	\$449.40	\$390.34	\$436.95	\$454.28	\$427.81	\$428.93	\$431.32	\$400.21
	NRC - Ordinarily Combined in GA:										
	NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEK	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - OC3										
	Local Loop - OC3 - per Mile	TBA	\$8.23	\$9.08	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16
	Local Loop - OC3 - per Facility Termination	TBA	\$691.33	\$651.40	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20
	NRC - Ordinarily Combined in GA:										
	NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - OC12										
	Local Loop - OC12 - per Mile	TBA	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
	Local Loop - OC12 - per Facility Termination	TBA	\$2,557	\$2,068	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079
	NRC - Ordinarily Combined in GA:										
	NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - OC48										
	Local Loop - OC48 - per Mile	TBA	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
	Local Loop - OC48 - per Facility Termination	TBA	\$1,713	\$1,699	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832
	Local Loop - OC12 interface on OC48 Facility	TBA	\$736.71	\$592.09	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54
	NRC - Ordinarily Combined in GA:										
	NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channels:										
	Interoffice Channel - Dedicated - 2-wire VG										
	Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.02
	Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	\$18.49	\$26.72	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
	NRC - Ordinarily Combined in GA:										
	NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - 4-wire VG										
	Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined in GA:										
	NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - DS0 - 56kbps										
	Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
	Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
	NRC - Ordinarily Combined in GA:										
	NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - DS0 - 64kbps	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
	Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
	NRC - Ordinarily Combined in GA:										
	NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - DS1										
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.69	\$0.2035	\$0.31	\$0.45	\$0.78	\$0.66	\$0.58	\$0.76	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$79.69	\$93.31	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
	NRC - Ordinarily Combined in GA:										
	NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	\$162.03	NA	NA	NA	NA	NA	NA
	NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	\$107.76	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECS	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$23.98	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$17.77	NA	NA	NA	NA	NA	NA
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$15.13	NA	NA	NA	NA	NA	NA
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$7.02	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - DS3 - per mile per month										
	Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$4.98	\$4.25	\$6.46	\$12.06	\$16.15	\$13.48	\$12.98	\$19.14	\$6.88
	Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$898.15	\$1,130	\$717.60	\$1,112.02	\$1,131.09	\$686.84	\$720.38	\$904.49	\$840.61
	NRC - Ordinarily Combined in GA:										
	NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	\$579.26	NA	NA	NA	NA	NA	NA
	NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	\$312.99	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$51.27	NA	NA	NA	NA	NA	NA
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$38.87	NA	NA	NA	NA	NA	NA
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$30.42	NA	NA	NA	NA	NA	NA
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.76	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - STS-1										
	Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$4.98	\$9.32	\$2.72	\$12.06	\$6.78	\$15.02	\$12.98	\$8.13	\$6.88
	Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$898.15	\$569.67	\$788.00	\$1,112.02	\$1,025.00	\$744.38	\$720.38	\$967.70	\$840.61
	NRC - Ordinarily Combined in GA:										
	NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	NA	\$633.41	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	NA	\$569.05	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-ST5-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-ST5-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- ST5-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- ST5-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - OC3										
	Interoffice Channel - OC3 - per Mile	TBA	\$4.98	\$8.38	\$4.37	\$28.56	\$23.89	\$18.35	\$24.69	\$9.75	\$13.45
	Interoffice Channel - OC3 - per Facility Termination	TBA	\$898.15	\$3,043	\$2,187.00	\$1,493	\$2,990.00	\$1,892.00	\$611.36	\$2,802	\$2,124.00
	NRC - Ordinarily Combined in GA:										
	NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - OC12										
	Interoffice Channel - OC12 - per Mile	TBA	\$19.26	\$26.91	\$15.05	\$84.88	\$74.44	\$60.42	\$30.38	\$32.52	\$49.80
	Interoffice Channel - OC12 - per Facility Termination	TBA	\$9,763	\$11,685	\$8,202.00	\$12,344	\$11,517.00	\$7,182.00	\$2,122	\$11,132	\$8,015.00
	NRC - Ordinarily Combined in GA:										
	NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - OC48										
	Interoffice Channel - OC48 - per Mile	TBA	\$30.65	\$34.66	\$25.70	\$138.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55
	Interoffice Channel - OC48 - per Facility Termination	TBA	\$11,691	\$12,554	\$11,134.00	\$16,017.00	\$14,950.00	\$11,480.00	\$1,677	\$967.58	\$11,632.00
	Interoffice Channel - OC12 interface on OC48 Facility	TBA	\$1,424	\$1,208	\$1,137.00	\$1,497.00	\$1,451.00	\$1,351.00	\$582.66	\$1,561	\$1,170.00
	NRC - Ordinarily Combined in GA:										
	NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Channelization:										
	DS3 Channelization										
	DS3 Channelized System per month	MQ3	\$225.36	\$222.61	\$202.91	\$236.32	\$244.37	\$229.30	\$236.35	\$200.01	\$225.59
	DS3 Interface per month (DS1 COCI)	UC1D1	\$17.22	\$14.51	\$0.67	\$8.52	\$15.49	\$5.58	\$16.29	\$11.99	\$3.91
	NRC - Ordinarily Combined in GA:										
	NRC - DS3 Channelization - 1st	MQ3	NA	NA	\$248.39	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Add'l	MQ3	NA	NA	\$134.21	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation - 1st	UC1D1	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation - Add'l	UC1D1	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$14.91	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$6.63	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$10.88	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	OR										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DS1 Channelization										
	DS1 Channelized System per month	MQ1	\$136.82	\$154.74	\$18.23	\$200.01	\$126.66	\$146.87	\$158.01	\$147.51	\$165.21
	OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	\$1.66	\$2.22	\$1.06	\$2.94	\$1.94	\$2.86	\$2.03	\$2.34	\$2.46
	VG interface card per month	1D1VG	\$0.86	\$1.46	\$2.67	\$1.40	\$1.06	\$1.45	\$1.28	\$1.47	\$1.25
	2-wire ISDN(BRITE card) per month	UC1CA	\$3.41	\$3.86	\$3.41	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33
	NRC - Ordinarily Combined in GA:										
	NRC - DS1 Channelization - 1st	MQ1	NA	NA	\$131.09	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Add'l	MQ1	NA	NA	\$87.18	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation VG - 1st	1D1VG	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation BRITE - 1st	UC1CA	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation BRITE - Add'l	UC1CA	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEK	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Access to DCS - Customer Reconfiguration (FlexServ)										
	DS1 DSC Termination with DS0 Switching	TBD	TBD	\$28.72	\$22.86	TBD	TBD	TBD	TBD	TBD	TBD
	DS1 DSC Termination with DS1 Switching	TBD	TBD	\$12.23	\$8.64	TBD	TBD	TBD	TBD	TBD	TBD

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	DS3 DSC Termination with DS1 Switching	TBD	TBD	\$154.31	\$151.85	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - Ordinarily Combined in GA:										
	NRC - Customer Configuration Establishment	TBD	TBD	\$2.97	\$2.91	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	\$3.44	\$3.36	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	\$37.23	\$18.07	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	\$25.36	\$17.49	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	\$22.81	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	\$16.73	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Notes :										
	1 Deaveraged Rates will be effective May 1, 2000										
	New EELs will only be available in the State of Georgia and in density										
	2 Zone 1 of the following MSAs in the BellSouth Region:										
	Florida - Miami, Orlando, Ft. Lauderdale										
	Louisiana - New Orleans										
	N. Carolina - Greensboro, Charlotte										
	Tennessee - Nashville										
	3 Unapproved rates are subject to true up.										
	Add together the recurring rates of all the applicable network										
	4 elements in order to obtain total monthly recurring rate.										
	* Examples:										
	- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel										
	- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel										
	- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card										
	The "Switch As Is" NRC applies to existing network combinations.										
	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.										

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month	TBD	NA	NA	NA	NA	NA	NA	\$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	\$0.0002	\$0.008	\$0.0001275	\$0.0008611	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
RC - OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	\$0.0033	\$0.004	\$0.0062548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	\$55.19	\$54.95	\$28.25	\$55.68	\$47.3000	\$54.62	\$54.61	\$54.72	\$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.0000300	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message	TBD	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
RC - ADUF, Message Distribution, per Magnetic Tape provisioned	TBD	\$54.95	\$54.95	\$28.85	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
RC - ADUF, Data Transmission (CONNECT:DIRECT), per message	TBD	\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing , Per Message	TBD	\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT),	TBD	\$0.0000364	\$0.0000364	NA	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)										
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	\$0.0005	NA	\$0.0004868	NA	\$0.0005305	\$0.0005321	\$0.00050	\$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$7.05	\$6.38	\$30.00
NRC - Add'l	N8R1X	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Add'l	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Add'l	N8FTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N8FTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$2.82	\$2.82	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$6.59	\$6.60	\$3.50
NRC - Add'l	N8FMX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$3.77	\$3.78	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$8.01	\$7.34	\$48.50
NRC - Add'l	N8FAX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	NA	\$5.64	\$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003
LIDB Validation per query	OQU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.013400	\$0.0141003	\$0.041003
LIDB Originating Point Code Establishment or Change - NRC										
NRC - Incremental Charge - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	\$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	\$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month										
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
NRC - Disconnect		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order	SOMAN	\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
		\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month										
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	Not available
NRC - Disconnect		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order	SOMAN	\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
		\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month										
		\$148.72	\$113.00	\$133.99	\$174.08	\$161.99	\$161.12	\$132.88	\$156.33	\$355.00
CCS7 Signaling Usage, per ISUP message										
(applicable when measurement and billing capability exists.)		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	\$0.00004	\$0.0000452	\$0.000023
CCS7 Signaling Usage, per TCAP message										
(applicable when measurement and billing capability exists.)		\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	\$0.00009	\$0.0001108	\$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)										
		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	\$338.98	\$396.55	\$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB										
Call Completion Access Termination Charge per call attempt	N/A	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.20	\$1.21	NA
		\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB										
Call Completion Access Termination Charge per call attempt	N/A	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.24	\$1.25	NA
		\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling, per call										
Fully Automated Call Handling per call - Using BST LIDB	N/A	NA	NA	NA	NA	NA	NA	NA	NA	\$0.30
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.11	\$0.10	\$0.0776409	\$0.0856	\$0.10	\$0.1072884	\$0.11	\$0.1115808	\$0.15
		\$0.13	\$0.10	\$0.0976984	\$0.1071	\$0.12	\$0.1253666	\$0.12	\$0.1293459	\$0.15
Professional recording of name (OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	\$1.00	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.11	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.062	\$0.10	\$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	\$0.08	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.0188268	\$0.0110	\$0.0124036	\$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call	N/A	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.260000	\$0.275	\$0.275
Professional recording of name (DA alone)	N/A	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Professional recording of name (DA and OCP alone)	N/A	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	N/A	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$35.68	\$37.20	\$133.81
NRC - 1st	N/A	\$503.57	\$242.45	\$356.15	\$637.46	\$339.69	\$494.83	\$534.48	\$534.81	\$868.97
NRC - Add'l	N/A	\$442.84	\$226.44	\$312.89	\$546.94	\$298.29	\$435.28	\$462.69	\$462.81	\$486.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -add'l	TBD	NA	NA	NA	NA	NA	NA	\$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	\$0.5753	\$0.7598	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per m	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$90.00
NRC - 1st	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$100.49
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	\$163.75	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002997	\$0.00020	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.00003	\$0.00001	\$0.0000186	\$0.000004	\$0.0000175	\$0.0000202	\$0.00003	\$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000783	\$0.0025257	\$0.0023713	\$0.0021	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00	\$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection										
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	NA	\$407.81	NA
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	NA	\$11.00	NA
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$407.53	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.04460	\$0.0444	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$126.26	\$127.23	NA
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,055.00	\$5,000.00	\$5,254.00	\$7,235.01	\$4,982.00	\$6,926.00	\$6,930.00	\$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0472685	\$0.01	\$0.0469016	\$0.0052	\$0.0460	\$0.0461336	\$0.0456	\$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	\$1,118.00	\$820.00	\$788.24	\$1,186.94	\$786.82	\$1,097.00	\$1,164.00	\$1,173.00	NA
NRC - Disconnect	DBSDE	\$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	\$57.23	\$80.52	NA	NA	NA
AIN (Note 4)										TBD
AIN, per message	CAM	NA	\$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	\$294.77	\$296.16	NA
NRC - Disconnect	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAM1P	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	\$200.83	\$202.08	NA
NRC - Disconnect	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	\$172.05	\$172.26	NA
NRC - Disconnect	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	\$0.0023	\$0.0028	NA
Session per minute	N/A	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.0975650	\$0.0791	\$0.0942966	NA
C0. Performed Session, per minute					NA	\$1.97	\$2.09	\$2.08	\$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	\$290.05	\$291.41	NA
NRC - Disconnect	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$8,315.00	\$8,379.00	\$8,363.00	\$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
		NRC - Disconnect	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
		Query Charge, per query		\$0.024	NA	\$0.0209223	NA	\$0.03	\$0.0256138	\$0.02	\$0.0250662	NA
		Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	\$0.005	\$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb			N/A	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	\$1.45	\$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription			BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	\$15.98	\$15.93	NA
		NRC	BAPMS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
		NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription			BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810536	\$0.08	\$0.0872769	NA
		NRC	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
		NRC - Disconnect	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription			BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	\$15.90	\$15.84	NA
		NRC	BAPDS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
		NRC - Disconnect	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription			BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
		NRC	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
		NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE												
		CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
		CNAM (Non-Database Owner), Per Query *	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
		NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
		* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)												
		Per Line or PBX Trunk, each		NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
		NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch								NA	NA	NA	NA	NA
		NRC	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
		NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$253.51	NA	\$27.84	NA
VIRTUAL COLLOCATION												
		NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
		NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
		RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
		RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
		RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$18.66	NA	NA
2-wire Cross-Connect												
		RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
		NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
		NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
		NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
		NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
		NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
		NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect												
		RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
		NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
		NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
		NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
		NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
		NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
		NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect												
		RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
	NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
	NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
	NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect											
	RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
	NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
	NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
	NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
	NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects											
	RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
	NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects											
	RC	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
	NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.											
	1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)									
	2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.									
	3	This charge is only applicable where signaling usage measurement or billing capability does not exist.									
	4	Prices for AIN to be determined upon development of mediation device. (TN)									
	5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)									

Attachment 3
Network Interconnection

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The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service ("Local Traffic," as further defined in Section 5.1.1 of this Attachment), traffic destined for Internet Service Providers ("ISP-bound Traffic") and exchange access (IntraLATA Toll Traffic and Switched Access Traffic) on the following terms:

1. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection where Level 3 owns and provides its switch(es).

1.1 Network Interconnection for call transport and termination will be provided by BellSouth at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and Level 3. Each Party is financially and operationally responsible for providing the network on its side of the IP. Furthermore, the IP must be located within BellSouth's serving territory in the LATA in which Local Traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the call transport and termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, the location of the initial Interconnection Point in a given LATA shall be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual initial Interconnection Point, each Party, as originating Party, may establish a single Interconnection Point in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic to the other Party for call transport and termination by the terminating Party. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s). Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional Interconnection Points in a LATA, the traffic between Level 3 and BellSouth at the proposed additional Interconnection Point must exceed 8.9 million minutes of Local Traffic or ISP-bound Traffic per month for three consecutive months during the busy hour. Additionally, any end office to be designated as an Interconnection Point must be more than 20 miles from an existing Interconnection Point. BellSouth will not designate an Interconnection

Point at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available, and BellSouth will not designate more than one Interconnection Point per local calling area unless such local calling area exceeds sixty (60) miles in any one direction, in which case additional Interconnection Points may only be established in that local calling area pursuant to the other criteria set forth in this section.

Upon written notification from the Party requesting the establishment of an additional Interconnection Point, the receiving Party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such Interconnection Point. Should the Parties disagree that the traffic volumes justify an additional Interconnection Point or disagree as to the location of an additional Interconnection Point, the Parties shall follow the Dispute Resolution process under this Agreement to determine whether and how the additional Interconnection Point should be established.

- 1.1.1.2 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following. Within 60 days of either Party's request, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by industry forums, including, but not limited to, the Alliance for Telecommunications Industry Solutions and the Ordering and Billing forum. Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. If, following one (1) year after the date of last signature to this Agreement, there exists any interconnection arrangements which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution process, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Notwithstanding any reconfiguration of existing Interconnection Points required in existing markets, Level 3 shall be permitted to order both new trunk groups and to augment trunk groups at the existing Interconnection Point during the time that any reconfiguration of Interconnection Points is taking place.

1.2 **Interconnection via Leased Dedicated Transport Facilities**

- 1.2.1 The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Local Traffic (non-transit), ISP-bound Traffic, and IntraLATA Toll Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its

respective side of the Interconnection Point and is responsible for bearing its own costs on its side of the Interconnection Point. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the Interconnection Point as required by Section 1.1.1.1 and this Section 1.2.1, such facilities are not subject to “bill and keep,” but shall be purchased in accordance with 1.2.2 and 1.2.3. Nothing in this Section affects either Party’s obligation set forth in Section 5.1.

- 1.2.2 In lieu of providing facilities on its side of Interconnection Point, either Party may purchase Local Channel facilities from the other Party, at the cost-based rates identified in Exhibit A to this Attachment, from the leasing Party’s switch or Point of Presence to that Party’s serving wire center. The portion of Local Channel facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.2.3 Additionally, in lieu of providing facilities on its side of the Interconnection Point, either Party may purchase, at the cost-based rates identified in Exhibit A to this Attachment, Dedicated Interoffice Transport facilities from its designated serving wire center to the Interconnection Point. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.2.4 For the purposes of this Attachment, **Local Channel** is defined as a switch transport facility between the leasing Party’s Point of Presence and that Party’s serving wire center.
- 1.2.5 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Interconnection Point.

- 1.2.6 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between the leasing Party's serving wire center and the Interconnection Point
- 1.3 **Fiber Meet**
- 1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Interconnection Point).
- 1.3.2 If Level 3 elects to interconnect with BellSouth pursuant to a Fiber Meet, Level 3 and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-bound Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.
- 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.3.4 Level 3 shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Level 3 Interconnection Wire Center ("Level 3 Wire Center").
- 1.3.5 The Parties shall mutually designate an IP outside the BIWC as a Fiber Meet point and BellSouth shall make all necessary preparations to receive, and to allow and enable Level 3 to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to Level 3, Interconnection Point to BellSouth).
- 1.3.6 Level 3 shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Level 3, BellSouth shall allow Level 3 access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

- 1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic and ISP-bound Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. **Interconnection Trunk Group Architectures**

- 2.1 BellSouth and Level 3 shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).
- 2.2 Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to terminate Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one Level 3 has established interconnection trunk groups to, Level 3 shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.
 - 2.2.1 Notwithstanding the forgoing, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Level 3 shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on Level 3's NXX Access Tandem homing arrangement as specified by Level 3 in the Local Exchange Routing Guide (LERG).
- 2.4 Any Level 3 interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to

- Level 3 from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Level 3 to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- 2.5 Except as otherwise provided in 1.2.1, charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Level 3 are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the interim rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.
- 2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.7 In cases where Level 3 is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 2.8 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. For local interconnection trunks, the party receiving an ASR will review each ASR for pre-order errors within two (2) business days of receipt. If an ASR contains an error, the Party receiving the ASR will notify the ordering Party of errors within two (2) business days of receipt. In order for the receiving Party to notify the ordering Party within the above specified timeframe, the ASR must be submitted to the correct ordering center. Furthermore, each Party has the obligation to ensure that the ordering system interfaces being used to receive rejected ASRs are functioning. Upon receipt of a request for clarification, each Party will submit a supplemental ASR within 48 hours to correct the specified errors. Each time a request for clarification is sent, the interval stops and does not restart until the specified error is resolved. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Level 3's equivalent trunking group.
- 2.9 BellSouth will turn up orders for augmentation orders of ninety-six trunks or less within forty-five (45) calendar days of receipt of the order. The turn up dates for all other orders must be negotiated with BellSouth's Local Interconnection Switching Center (LISC) Project Management Group.

2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**

- 2.10.1 If the Parties' originated Local Traffic and/or ISP-bound Traffic and/or IntraLATA Toll Traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties Local Traffic and/or IntraLATA Toll shall be mutually agreed upon. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of Local Traffic and/or IntraLATA Toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic and/or IntraLATA Toll traffic to the other Party.

2.10.2 **BellSouth Access Tandem Interconnection Architectures**

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.11.2.1 **Basic Architecture**

- 2.11.2.1.1 In this architecture, Level 3's originating Local Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Level 3 desires interconnection and has the proper contractual arrangements as may be required with the third party. This group also carries Level 3 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.11.2.1 **One-Way Trunk Group Architecture**

21.11.2.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll traffic destined for Level 3 end-users. A third two-way trunk group is established for Level 3's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Level 3 desires interconnection and has the proper contractual arrangements as may be required with the third party. This group also carries Level 3 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

2.11.2.2 Two-Way Trunk Group Architecture

2.11.2.2.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry Local Traffic, ISP-bound Traffic, and IntraLATA Toll traffic between Level 3 and BellSouth. In addition, a two-way transit trunk group must be established for Level 3's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Level 3 desires interconnection and has the proper contractual arrangements as may be required with the third party. This group also carries Level 3 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.11.2.3 Supergroup Architecture

2.11.2.3.1 In the Supergroup Architecture, the Parties Local Traffic, ISP-bound Traffic and IntraLATA Toll and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth. This group carries intratandem Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Level 3 desires interconnection and has the proper contractual arrangements as may be required with the third party. This group also carries Level 3 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be

established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.11.3 Multiple Tandem Access Service

- 2.11.3.1 Upon request, BellSouth will provide Level 3 with **Multiple Tandem Access (MTA)**, which provides for LATA wide BellSouth transport and termination of Level 3-originated IntraLATA Toll, ISP-bound Traffic and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Level 3 must still establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are “homed”. If Level 3 does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth’s Ordering Guidelines.
- 2.11.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Level 3’s NXX Access Tandem homing arrangement as specified by Level 3 in the national Local Exchange Routing Guide (LERG).
- 2.11.3.3 For Level 3 originated Local Traffic, ISP-bound Traffic, and IntraLATA Toll traffic that BellSouth transports but is destined for termination by third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.11.3.4 With MTA, for the delivery of Level 3’s originating Local Traffic, IntraLATA Toll, and ISP-bound Traffic, Level 3 will be assessed charges as specified in the pricing exhibit to this Agreement for the additional transport and tandem switching on an elemental basis in addition to the reciprocal compensation rate to which the parties have agreed in Section 5.1.2. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions for MTA.
- 2.11.3.5 To the extent Level 3 does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Level 3 must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent Level 3 does not purchase MTA and provides IntraLATA Toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional

BellSouth access tandems that serve end offices outside the local calling area. To the extent Level 3 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Level 3 agrees to pay BellSouth the associated transport and termination charges.

- 2.11.3.6 Nothing in this Section 2.11 affects either Party's obligation to deliver its originated traffic to the Interconnection Point(s) established pursuant to Section 1.

2.11.4 Local Tandem Interconnection

- 2.11.4.1** Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for Local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 2.11.4.2 When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3's codes. Likewise, Level 3 shall obtain its routing information from the LERG.
- 2.11.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Level 3 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Level 3 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

- 2.11.4.4 BellSouth's provisioning of local tandem interconnection assumes that Level 3 has local interconnection agreements, where they may be required, with the other third party network providers subtending those local tandems.

2.11.5 Direct End Office-to-End Office Interconnection

- 2.11.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or IntraLATA Toll traffic to the terminating Party on a direct end office-to-end office basis.
- 2.11.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:
- 2.11.5.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Level 3 and BellSouth's subscribers.
- 2.11.5.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a Level 3 switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Level 3 switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of Local Traffic during the time consistent busy hour (as measured utilizing the day-to-day variation and peakedness) per month over a period of three (3) consecutive months. Either Party will install additional capacity between such points when overflow traffic between Level 3's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of Local Traffic during the time consistent busy hour (measured utilizing the day-to-day variation and peakedness) per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 2.11.5.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.11.6 Transit Traffic Trunk Group

- 2.11.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Level 3 to deliver and receive Local Traffic, ISP-bound Traffic, and IntraLATA Toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this

Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

2.11.7 Toll Free Traffic

- 2.11.7.1 If Level 3 chooses BellSouth to handle Toll Free database queries from its switches, all Level 3 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.
- 2.11.7.2 All originating Toll Free Service (Toll Free) calls for which Level 3 requests that BellSouth perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 2.11.7.3 Level 3 may handle its own Toll Free database queries from its switch. If so, Level 3 will determine the nature (Local Traffic/IntraLATA/InterLATA Traffic) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, Level 3 will route the post-query Local Traffic or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, Level 3 will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, Level 3 is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, Level 3 will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth’s access tandem. Calls will be routed to BellSouth over the Local /IntraLATA Traffic and Transit Traffic Trunk Groups within the LATA in which the calls originate.
- 2.11.7.4 All post-query Toll Free Service (Toll Free) calls for which Level 3 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3. Network Design And Management For Interconnection

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to

- provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Notice of such changes shall be provided in accordance with FCC or Commission rules or industry standards, as applicable. For changes which impact service to end users, BellSouth will work cooperatively with Level 3 to address such changes.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 3.6 Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Level 3 will exchange the proper call

information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.7 Non-binding Forecasting for Trunk Provisioning

3.7.1 Within six (6) months after execution of this agreement, and each quarter thereafter, Level 3 shall provide an interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of Level 3's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement.

3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks ("Level 3 Trunks"), BellSouth-to-Level 3 one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-bound Traffic, and IntraLATA Toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering Level 3's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (Local Traffic/IntraLATA Toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Level 3 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.1.3 At Level 3's specific written or electronic mail request to provide the information identified in this section, BellSouth shall provide Level 3 written confirmation that it has received Level 3's forecasts and included such information in its own network planning. As part of this confirmation, BellSouth shall also provide Level 3 with a description of major network projects anticipated within the following six (6) months that could affect its ability to respond to Level 3's forecasts. Major network projects include trunking or network rearrangements, anticipated tandem exhaust, anticipated end office exhaust, or other activities that are reflected by a significant increase or decrease in trunking demand over that six (6) month period. BellSouth will also provide, as part of this confirmation, notice of any network expansions, software and hardware upgrades, and other network changes that are likely to preclude BellSouth from completing trunk orders submitted by Level 3 during that six (6) month period.

- 3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 3.7.4 Once initial interconnection trunk forecasts have been developed, Level 3 shall continue to provide interconnection trunk forecasts on a quarterly basis or at otherwise mutually agreeable intervals. Level 3 shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than quarterly and no more frequently than monthly. Upon receipt of Level 3's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

3.8 Trunk Utilization

- 3.8.1 During the first month of each calendar quarter, Level 3 shall provide a forecast pursuant to Section 3.7 which sets forth in good faith Level 3's trunking requirements for the quarter following the quarter during which the forecast is provided. Each forecast will set forth with specificity, in accordance with the requirements of Section 3.7.1.2, the forecast for each LATA within BellSouth's territory within which Level 3 provides service, or plans to provide service. Subject to Section 3.7.2, where such forecasts are provided as specified in this Section, BellSouth shall use its best efforts to order, or to provide based upon Level 3's orders, the designated number of trunks at locations identified by Level 3 within the time frames specified by Level 3. Nothing in this Section shall be construed as a guarantee on the part of BellSouth that trunks will be made available pursuant to Level 3's forecasts.
- 3.8.2 BellSouth and Level 3 shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent quarterly forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provisions of this Section 3.8, after fifteen (15) business days advance written notice to Level 3, BellSouth may disconnect any Underutilized Reciprocal Trunk(s) and/or request Level 3 to disconnect any Underutilized two-way interconnection trunk(s) if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) during the time consistent busy hour utilization level over a three (3) month period (utilizing the day-to-day variation and

peakedness), provided that the Parties have not otherwise agreed. Underutilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85% (using the day-to-day variation and peakedness on the given trunk group).

- 3.8.3 To the extent that BellSouth has not ordered or provided, as applicable, trunks in the amount specified by Level 3 in each quarterly forecast within the time frame specified in that forecast within a given LATA, the utilization requirements set forth in Section 3.8.2 for determining whether a trunk group is Underutilized shall not apply to trunks ordered or provided pursuant to that quarterly forecast until such time as all trunks (or equivalent capacity at the tandem subtended by the end office in which the shortfall in trunks has occurred) are ordered or provided by BellSouth, as applicable, pursuant to that quarter's Level 3 forecast. If, however, BellSouth's failure to order or provide, as applicable, the forecasted amount of trunks in a LATA in a given quarter is caused by Level 3's inability to accept such trunks, Level 3 shall be held to the utilization requirements set forth in Section 3.8.2 for the trunk groups in that LATA ordered or provided pursuant to that quarterly forecast. In the event that BellSouth fails to order or provide, as applicable, trunks in the amount specified by Level 3 in its quarterly forecast within the time frames specified in that forecast within a given LATA, and Level 3 is also unable to accept the trunks specified in its quarterly forecast during that quarter, the utilization requirements set forth in Section 3.8.2 for determining whether a trunk group is Underutilized shall not apply to trunk groups in that LATA ordered or provided pursuant to that quarterly forecast until such time as all trunks (or equivalent capacity at the tandem subtended by the end office in which the shortfall in trunks has occurred) are ordered or provided by BellSouth, as applicable, pursuant to that quarter's Level 3 forecast.
- 3.8.4 Each quarter's forecasted amount of trunks shall be measured independently for purposes of identifying Underutilized trunks pursuant to Section 3.8.2. Level 3's ability to forecast and obtain trunks in each quarter shall be independent of any utilization requirements applied to trunks ordered or provided during prior quarters or trunks ordered or provided additional to the quarterly forecasted amounts. To the extent that Level 3 asks BellSouth to order or provide additional trunks (other than those specified in each quarter's forecasts as provided by Level 3), BellSouth shall measure such additional trunks independently of any quarterly forecasts to determine whether such additional trunks are Underutilized pursuant to the terms of Section 3.8.2. The provisions of Section 3.8.3 shall not apply to such additional trunks that are not specified in the Level 3 quarterly forecast.
- 3.8.5 Within ten (10) business days following the disconnection notice prescribed in Section 3.8.2 above, Level 3 may request that BellSouth not disconnect or not request disconnection for some or all of the Underutilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice Level 3 for, and Level 3 shall pay, all applicable recurring and nonrecurring trunk and facility unbundled network element charges for the Underutilized Trunks. The charges shall be applied from the date of the disconnection notice and continue until such trunks are disconnected, or to the extent Level 3 requests that such trunks remain in service, until the trunk group reaches an eighty-five percent

(85%) time-consistent busy hour utilization level (using the day-to-day variation and peakedness on the given trunk group). In addition, Level 3 shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to Level 3 for the Underutilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in Exhibit A. Furthermore, the Level 3 forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

4. **Local Dialing Parity**

- 4.1 BellSouth and Level 3 shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Level 3 shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. **Interconnection Compensation**

5.1 **Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic**

- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which the Party's customers may make calls which that Party rates as "local" in its customer tariffs.

- 5.1.2. Subject to the Parties' agreement to the terms of Sections 1.1.1 through 1.1.1.2, 1.2.1, 2.11.3.4, and 5.1 through 5.1.7, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

1/1/01 – 12/31/01	\$.00175 per MOU
1/1/02 – 12/31/02	\$.00150 per MOU
1/1/03 – 12/31/03	\$.00100 per MOU

Notwithstanding anything to the contrary in any prior agreement of the Parties, the compensation set forth in this Section shall not be paid retroactively to the expiration date of the Parties' prior interconnection agreement. The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the full term of this Agreement and that the Parties would not have mutually agreed to accept a single annual rate in any single year. Nothing in this Paragraph shall limit Level 3's rights pursuant to Section 5.1.3.3.

5.1.3 The Parties have been unable to agree upon whether dial-up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. ISP-bound Traffic is defined as dial-up calls to an ISP dialed using a local dialing pattern (7 or 10 digits) by the calling party to an ISP server (e.g., a modem bank) located in the LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound Traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP-bound Traffic at the same per minute of use rates set forth in Section 5.1.2. No switched access charges will be assessed in connection with ISP-bound Traffic as defined in this Section. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound Traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound Traffic exchanged between the parties prior to expiration of their predecessor interconnection agreements, which is hereby given; and (2) subject to the terms and conditions in Sections 1.1.1 through 1.1.1.2, 1.2.1, 2.11.3.4, and 5.1 through 5.1.7.

5.1.3.1 Notwithstanding any change in law provisions to the contrary, the inter-carrier compensation mechanism established in Section 5.1.3 shall continue at the rates set forth in Section 5.1.2 for the full term of this Agreement, except as provided for in this Section 5.1.3.1 and in Section 5.1.3.2. The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on inter-carrier compensation mechanisms on a generic basis (i.e., a decision that is expressly applicable to all carriers generally) for ISP-bound Traffic ("Subsequent Decisions"). Once such a Subsequent Decision is effective, either Party may request to renegotiate this Agreement with respect to the payment of compensation for ISP-bound Traffic. The Party receiving the request to renegotiate has thirty business days to choose, at its sole discretion, one of the following options: (1) to accept the compensation mechanism set forth in the Subsequent Decision and apply such mechanism to the remainder of the term of this Agreement, or (2) to choose to amend this Agreement to compensate all Local Traffic and ISP-bound Traffic at the rate of \$.001 per minute of use for the remainder of the term of this Agreement. Understanding that Sections 1.1.1 through 1.1.1.2, 1.2.1, and 2.11.3.4, and 5.1 through 5.1.7 are interrelated, the Parties agree they will renegotiate the terms set forth in all these Sections in the event that the receiving Party chooses option (1). Whichever choice the receiving party makes shall become effective three months after the Subsequent Decision is effective. In the event of such an amendment, there will be no true-up for compensation paid prior to the effective date of the amendment.

- 5.1.3.2 To the extent such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound Traffic set forth in Section 5.1.3 in violation of applicable federal or state law (e.g., the mechanism described herein is prohibited by law), the Parties agree to amend this Agreement within thirty (30) days of the effective date of any such Subsequent Decision to conform the inter-carrier compensation mechanism set forth in Section 5.1.3 with such Subsequent Decision. In the event of such an amendment, there will be no true-up for compensation paid prior to the effective date of the amendment. Understanding that Sections 1.1.1 through 1.1.1.2, 1.2.1, and 2.11.3.4, and 5.1 through 5.1.7 are interrelated, the Parties agree they will renegotiate the terms set forth in all these Sections in the event that such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound Traffic set forth in Section 5.1.3 in violation of applicable federal or state law.
- 5.1.3.3 Nothing herein shall preclude Level 3 from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions with respect to the payment of reciprocal compensation or other form of inter-carrier compensation from any other approved interconnection agreement executed by BellSouth under which BellSouth is paying reciprocal compensation or other form of inter-carrier compensation for ISP-bound Traffic other than on an interim basis. The Parties recognize and agree that this provision is intended to ensure that Level 3 is treated in the same manner with respect to the payment of reciprocal compensation or inter-carrier compensation for ISP-bound Traffic as the competing local exchange carrier from whose interconnection agreement Level 3 seeks to elect rates, terms, and conditions. Accordingly, Level 3 agrees that it will not seek to elect reciprocal compensation or inter-carrier compensation rates, terms, or conditions from another interconnection agreement unless those rates, terms, and conditions apply to ISP-bound Traffic (other than on an interim basis), either by the express terms of that agreement, by voluntary action by BellSouth, or pursuant to an effective FCC or state commission or court order.
- 5.1.4 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the primary purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.
- 5.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.6 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and subject to the Parties' agreement to the terms of Sections 1.1.1 through 1.1.1.2, 1.2.1, 2.11.3.4, and

Sections 5.1 – 5.7 and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, inter-carrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 5.1.6 affects the obligations imposed on the Parties pursuant to Sections 5.1.1, 5.1.2, and 5.1.3 to compensate each other for Local Traffic and ISP-bound Traffic as those terms are defined therein.

5.1.7 **Compensation for Trunks and Associated Facilities.** Compensation for trunks and associated facilities will be handled in accordance with Section 1.2.1.

5.2 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of Local Traffic and ISP-bound Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call, ISP-bound call, and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid. The Parties recognize that there is a disagreement regarding the nature of ISP-bound traffic as stated in Section 5.1.3. Notwithstanding the foregoing, for purposes of this Agreement only and without prejudice to either Party's position, the Parties agree to include minutes of use for ISP-bound Traffic as defined in Section 5.1.3 in the Percent Local Usage Factor.

5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set

forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time.

5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Level 3. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September.

5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Level 3 shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit, and be conducted pursuant to the confidentiality provisions of this Agreement. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 **Rate True-up**

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

5.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of Section 5.6.4 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the

Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.

5.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and CLEC are entitled to be full Parties to the proceeding; and
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations.

5.7 Compensation for IntraLATA Toll and 8XX Traffic

5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local, ISP-bound traffic (As defined in Section 5.1.3) or switched access per this Agreement.

5.7.2 Compensation for IntraLATA Toll traffic. For terminating its IntraLATA Toll traffic on the other company’s network, the originating Party will pay the terminating Party that party’s current and effective Commission- or FCC-filed intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth’s or Level 3’s Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If Level 3 is the BellSouth end user’s presubscribed interexchange carrier or if the BellSouth end user uses Level 3 as an interexchange carrier on a 101XXXX basis, BellSouth will charge Level 3 the appropriate BellSouth tariff charges for originating switched access services.

5.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

- 5.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to Level 3 requires interconnection from Level 3 to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Level 3 shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Level 3 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.8 Mutual Provision of Switched Access Service

- 5.8.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors or similar Switched Exchange Access Services. The Parties have been unable to agree as to whether "Voice-Over-Internet Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.
- 5.8.2 When Level 3's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge, if applicable, will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing.

As business requirements change data reporting requirements may be modified as necessary.

- 5.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues and a negotiated settlement will be agreed upon between the Parties.
- 5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.8.9 Level 3 agrees not to deliver switched access traffic to BellSouth for termination except over Level 3 ordered switched access trunks and facilities.

5.9 Transit Traffic Service

- 5.9.1 BellSouth shall provide tandem switching and transport services for Level 3's Transit Traffic. Transit traffic is traffic originating on Level 3's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Level 3's network. Rates for Local Transit Traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for IntraLATA Toll and Switched Access Transit Traffic shall be the applicable call transport and

termination charges as set forth in BellSouth's or Level 3's Commission or FCC-filed and effective Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Level 3's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Level 3's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between Level 3 and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Level 3 and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 5.9.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Level 3 is solely responsible for negotiating and executing any appropriate contractual agreements, where required with the third party, with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Level 3. Level 3 agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of Level 3. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6. Frame Relay Service Interconnection

- 6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Level 3's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Level 3 is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Level 3 and BellSouth Frame Relay Switches in the same LATA.
- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and Level 3 have Frame Relay Switches in the same LATA. Where there

are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

- 6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
 - 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
 - 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
 - 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Level 3 may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Level 3 that it has found that this method does not adequately represent the PLCU.
 - 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
 - 6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Level 3 will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Level 3 will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Level 3's PLCU.
- 6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Level 3 will pay, the total non-recurring and recurring charges for the NNI port. Level 3 will then invoice, and BellSouth will pay,

- an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Level 3's PLCU.
- 6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 6.8 For the PVC segment between the Level 3 and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
- 6.9.1 If Level 3 orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Level 3 Frame Relay switch, BellSouth will invoice, and Level 3 will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Level 3 Frame Relay switches. If the VC is a Local VC, Level 3 will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Level 3 for the PVC segment.
- 6.9.2 If BellSouth orders a Local VC connection between a Level 3 subscriber's PVC segment and a PVC segment from the Level 3 Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Level 3 will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Level 3 Frame Relay switches. If the VC is a Local VC, Level 3 will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Level 3 for the PVC segment.
- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.
- 6.9.4 If Level 3 requests a change, BellSouth will invoice and Level 3 will pay a Feature Change charge for each affected PVC segment.
- 6.9.4.1 If BellSouth requests a change to a Local VC, Level 3 will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

- 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No, 1.
- 6.10 Level 3 will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above.
- 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.
7. **Operational Support Systems (OSS)**
The terms, conditions and rates for OSS are as set forth in Section 2.14 of Attachment 2.

Exhibit B

Basic Architecture

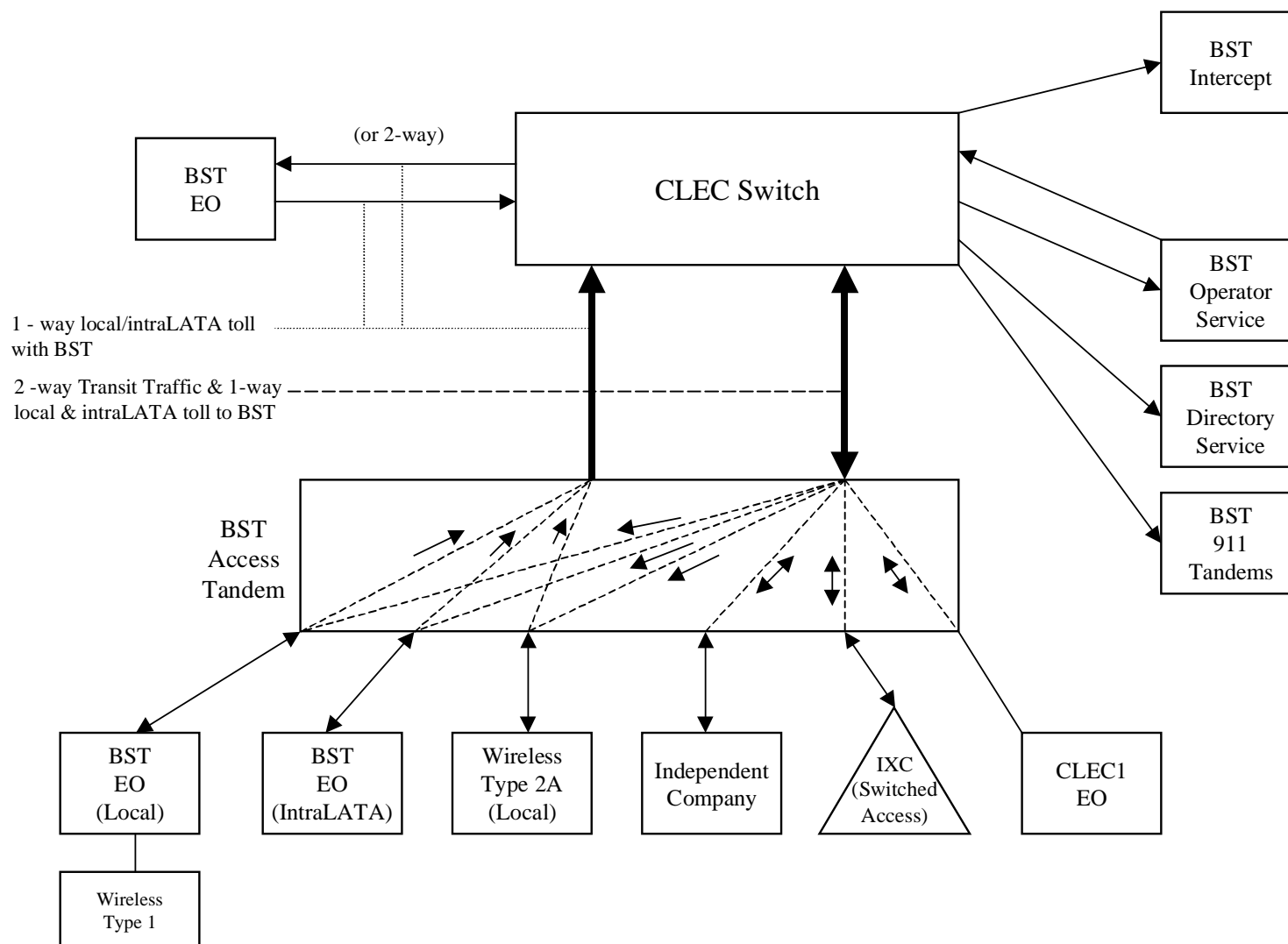


Exhibit C

One-Way Architecture

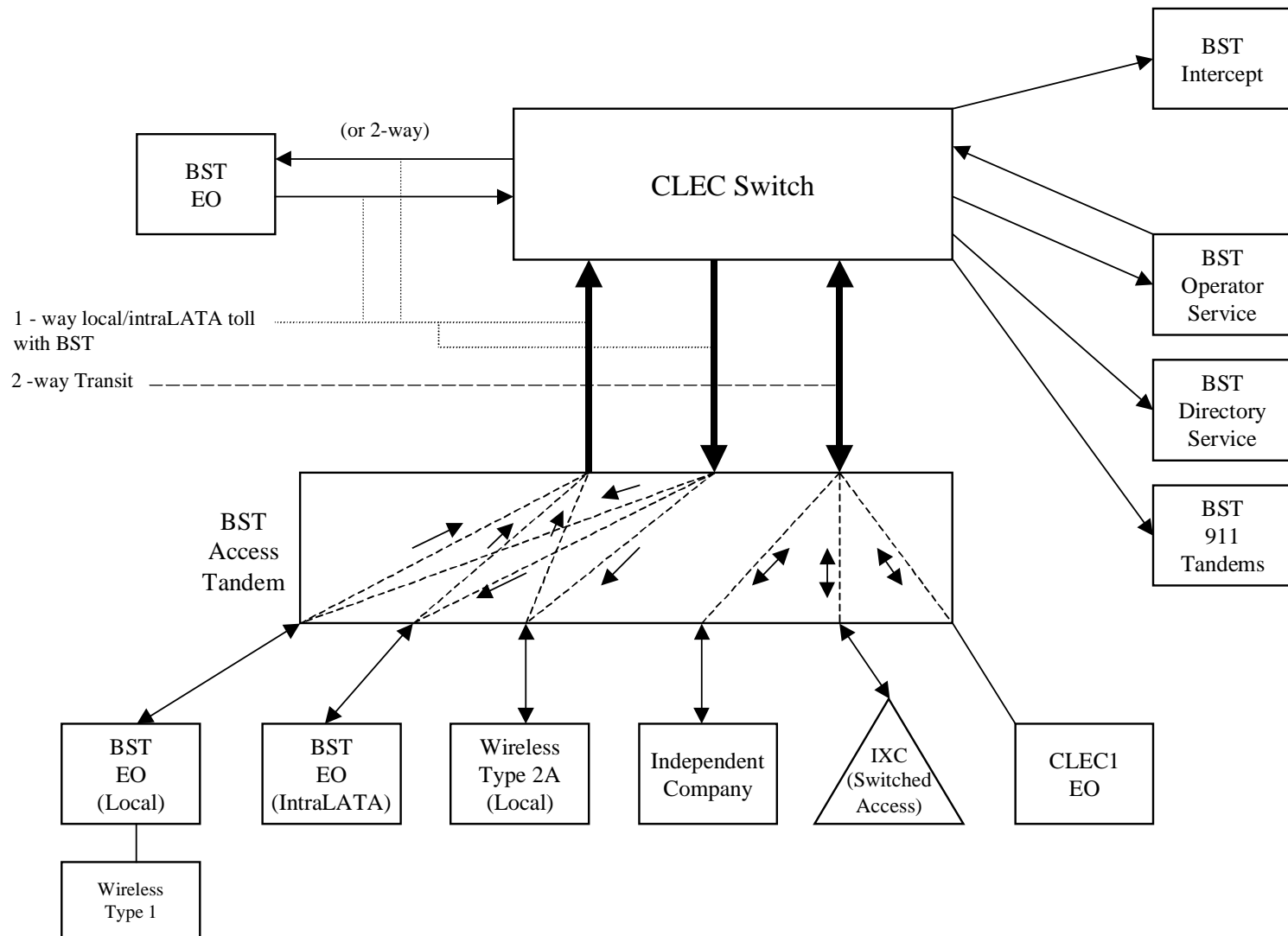


Exhibit D

Two-Way Architecture

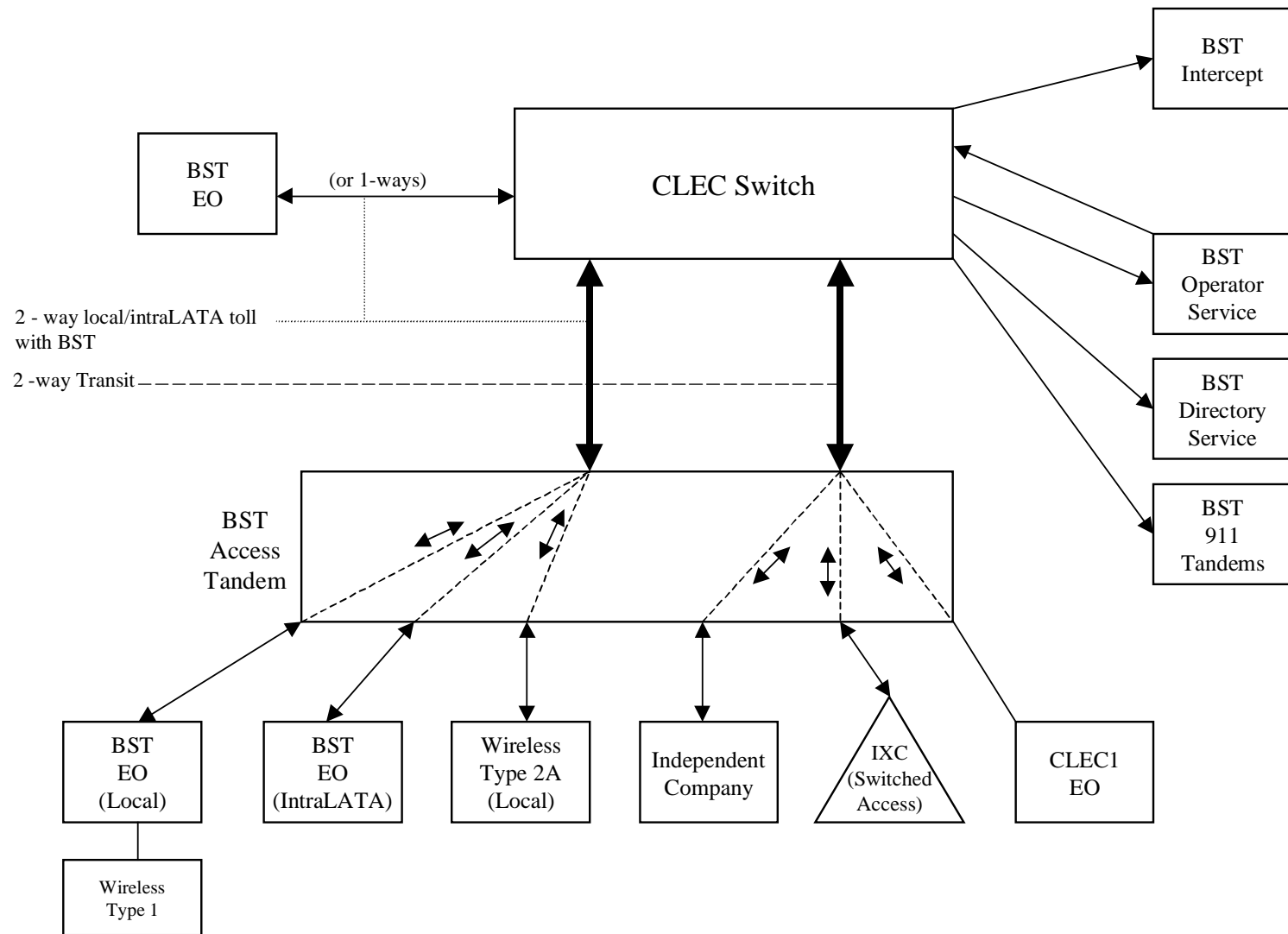
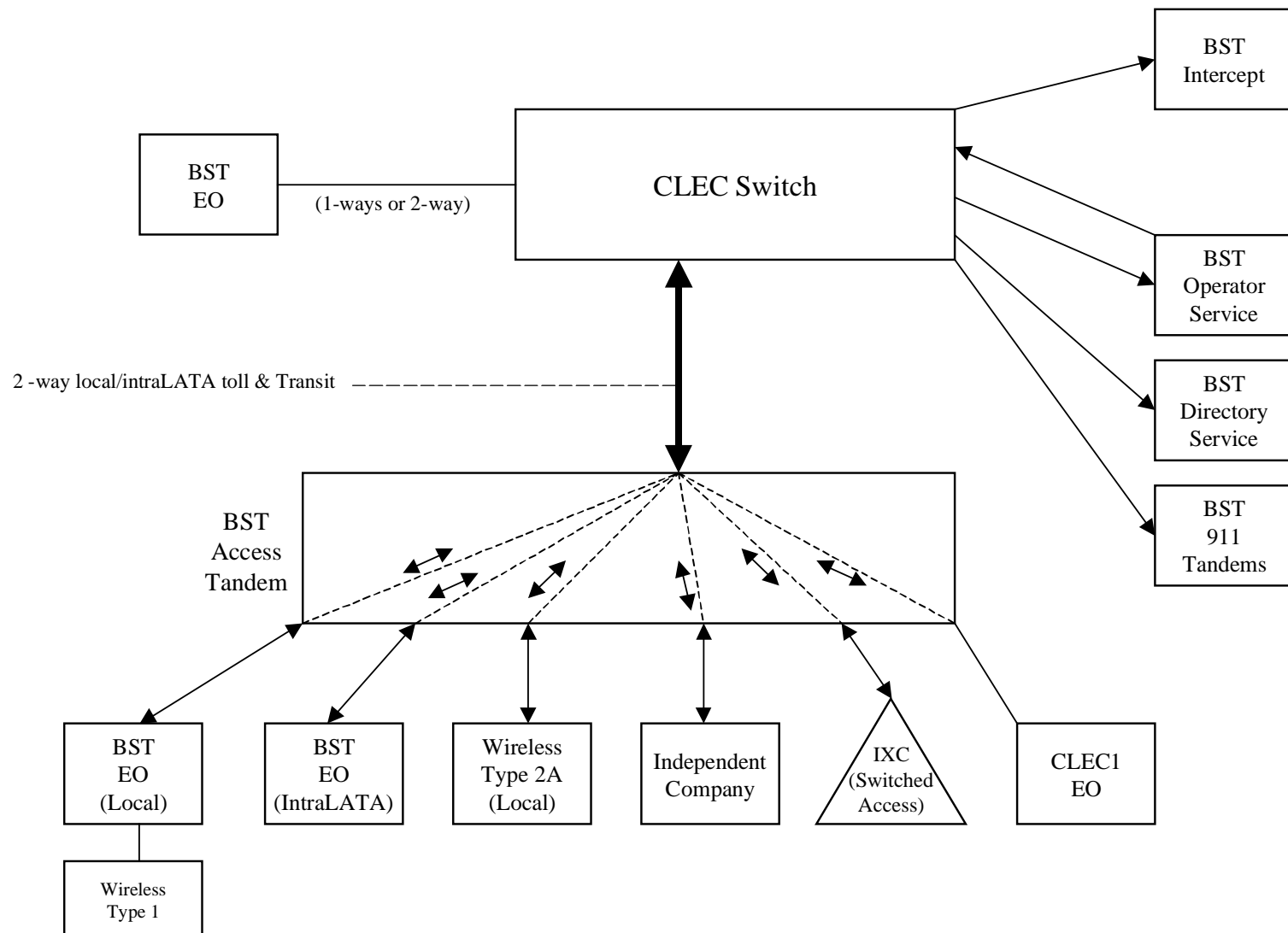


Exhibit E

Supergroup Architecture



BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION

			RATES BY STATE								
DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)											
	End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	NA	\$0.0023771	\$0.0017	\$0.0019295	\$0.0019
	Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	\$0.002	NA	NA	\$0.00209	NA	NA	NA	NA
	Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	NA	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676
	Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	\$0.00430	NA	NA	NA	NA
	Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	\$0.00325	NA	NA	\$0.00639	NA	NA	NA	NA
	Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA
	Local Intermediary, per mou (applies to transit traffic only)	N/A	NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA
	Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA
	*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)										
TRUNK CHARGE											
	Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.										
Installation Trunk Side Service - per DS0											
	NRC - 1st	TPP++	\$333.69	\$336.43	\$333.28	\$334.09	\$334.94	\$334.11	\$333.54	\$335.14	\$334.29
	NRC - Add'l	TPP++	\$56.91	\$57.38	\$56.84	\$57.12	\$56.98	\$56.98	\$56.88	\$57.16	\$57.01
INTEROFFICE TRANSPORT											
Common (Shared) Transport											
	Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004
	Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036
Interoffice Channel Transport - Dedicated - VG											
	Interoffice Transport - Dedicated - 2-wire VG										
	2-Wire VG - per mile per month	1L5XF	\$0.03	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	\$0.04	\$0.02
	2-Wire VG - Facility Termination per month	1L5XF	\$18.49	\$26.72	\$17.07	NA	\$19.10	NA	\$18.01	\$21.42	\$18.33
	NRC - 2-wire VG - Facility Termination -1st	1L5XF	\$107.11	\$81.73	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$55.39
	NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	\$48.27	\$55.26	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37
	NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5XF	\$37.16	\$31.26	NA	NA	\$28.03	NA	NA	NA	\$27.96
	NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	\$5.88	\$12.88	NA	NA	\$5.37	NA	NA	NA	\$3.51
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
	NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi											
	2-Wire VG - per mile per month	1L5NF	NA	NA	NA	\$0.03	NA	\$0.03	NA	NA	NA
	2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA
	NRC - 2-wire VG - Facility Termination -1st	1L5NF	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA
	NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA
	NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA
	NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA

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BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION

			RATES BY STATE									
DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS												
		DS0 - per mile per month	1L5XK	\$0.69	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	\$0.76	\$0.35
		DS0 - Facility Termination per month	1L5XK	\$79.69	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	\$94.98	\$75.83
		NRC - DS0 - Facility Termination - 1st	1L5XK	\$198.15	\$179.99	\$147.07	NA	\$140.49	NA	\$217.17	\$216.27	\$145.98
		NRC - DS0 - Facility Termination - Add'l	1L5XK	\$148.18	\$164.95	\$111.75	NA	\$106.69	NA	\$163.75	\$162.70	\$109.85
		NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	\$25.44	\$30.54	NA	NA	\$20.00	NA	NA	NA	\$19.55
		NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	\$20.42	\$26.97	NA	NA	\$16.34	NA	NA	NA	\$14.99
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA
		NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi												
		DS0 - per mile per month	1L5NK	NA	NA	NA	\$0.45	NA	\$0.66	NA	NA	NA
		DS0 - Facility Termination per month	1L5NK	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA
		NRC - DS0 - Facility Termination - 1st	1L5NK	NA	NA	NA	\$298.18	NA	\$196.28	NA	NA	NA
		NRC - DS0 - Facility Termination - Add'l	1L5NK	NA	NA	NA	\$231.23	NA	\$147.31	NA	NA	NA
		NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA
		NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	\$21.61	NA	NA	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
		NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA
		NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1												
		DS3 - per mile per month	1L5XL	\$0.69	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	\$0.76	\$0.35
		DS3 -Facility Termination per month	1L5XL	\$79.69	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	\$94.98	\$75.83
		NRC - DS1-Facility Termination - 1st	1L5XL	\$198.15	\$179.99	\$147.07	NA	\$140.49	NA	\$217.17	\$216.27	\$145.98
		NRC - DS1 - Facility Termination - Add'l	1L5XL	\$148.18	\$164.95	\$111.75	NA	\$106.69	NA	\$163.75	\$162.70	\$109.85
		NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	\$25.44	\$30.54	NA	NA	\$20.00	NA	NA	NA	\$19.55
		NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	\$20.42	\$26.97	NA	NA	\$16.34	NA	NA	NA	\$14.99

BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION

			RATES BY STATE									
DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA
		NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi												
		DS3 - per mile per month	1L5NL	NA	NA	NA	\$0.45	NA	\$0.66	NA	NA	NA
		DS3 -Facility Termination per month	1L5NL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA
		NRC - DS1-Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	\$196.28	NA	NA	NA
		NRC - DS1 - Facility Termination - Add'l	1L5NL	NA	NA	NA	\$231.23	NA	\$147.31	NA	NA	NA
		NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA
		NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	\$21.61	NA	NA	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
		NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3												
		DS3 - per mile per month	1L5XM	\$4.98	\$4.25	\$2.72	NA	\$6.78	NA	\$12.98	\$8.13	\$6.88
		DS3 -Facility Termination per month	1L5XM	\$898.15	\$1,130	\$788.00	NA	\$1,025.00	NA	\$720.38	\$967.70	\$840.61
		NRC - DS3 - Facility Termination -1st	1L5XM	\$511.77	\$562.06	\$511.10	NA	\$475.31	NA	\$794.94	\$606.72	\$723.44
		NRC - DS3 - Facility Termination - Add'l	1L5XM	\$330.92	\$328.16	\$330.77	NA	\$307.62	NA	\$579.55	\$423.45	\$409.58
		NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	\$121.72	\$112.44	\$122.31	NA	\$113.75	NA	NA	NA	\$154.26
		NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	\$118.54	\$109.19	\$119.14	NA	\$110.80	NA	NA	NA	\$130.74
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	NA	\$91.26	\$54.26	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	NA	\$91.26	\$54.26	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	NA	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi												
		DS3 - per mile per month	1L5NM	NA	NA	NA	\$12.06	NA	\$15.02	NA	NA	NA
		DS3 -Facility Termination per month	1L5NM	NA	NA	NA	\$1,112.02	NA	\$744.38	NA	NA	NA
		NRC - DS3 - Facility Termination -1st	1L5NM	NA	NA	NA	\$858.75	NA	\$686.74	NA	NA	NA
		NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	\$524.95	NA	\$477.76	NA	NA	NA
		NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	NA	NA	\$125.56	NA	NA	NA
		NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	\$118.79	NA	NA	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION

			RATES BY STATE									
DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$64.97	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$64.97	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$27.08	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	NA	NA	NA	NA	NA	\$27.08	NA	NA	NA
Local Channel - Dedicated												
Local Channel - Dedicated - 2-Wire VG												
		Monthly Recurring per month	TEFV2	\$14.61	\$26.31	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
		Zone 1	TBD	NA	NA	\$11.91	NA	NA	NA	NA	NA	\$16.42
		Zone 2	TBD	NA	NA	\$13.83	NA	NA	NA	NA	NA	\$20.66
		Zone 3	TBD	NA	NA	\$21.98	NA	NA	NA	NA	NA	\$29.61
		Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - STS-1 - Facility Termination - 1st	TEFV2	\$494.65	\$389.37	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33
		NRC - STS-1 - Facility Termination - Add'l	TEFV2	\$88.44	\$66.88	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16
		NRC - STS-1 - Facility Termination - Disconnect - 1st	TEFV2	\$77.81	\$68.45	NA	\$11.99	\$53.68	\$77.69	NA	NA	\$54.81
		NRC - STS-1 - Facility Termination - Disconnect - Add'l	TEFV2	\$7.63	\$5.97	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA
		NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG												
		Monthly Recurring per month	TEFV4	\$15.77	\$27.48	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
		Zone 1	TBD	NA	NA	\$12.90	NA	NA	NA	NA	NA	\$17.38
		Zone 2	TBD	NA	NA	\$14.90	NA	NA	NA	NA	NA	\$21.88
		Zone 3	TBD	NA	NA	\$23.68	NA	NA	NA	NA	NA	\$31.36
		Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 4-Wire VG - 1st	TEFV4	\$502.43	\$390.25	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$201.53
		NRC - 4-Wire VG - Add'l	TEFV4	\$86.68	\$67.75	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83
		NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	\$78.71	\$69.32	NA	NA	\$54.36	\$78.58	NA	NA	\$55.52
		NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	\$8.53	\$6.85	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	\$3.50	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA
		NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
Local Channel - Dedicated - DS1												
		DS1 Monthly Recurring per month	TEFHG	\$35.52	\$42.98	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
		DS1 per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Zone 1	TBD	NA	NA	\$33.02	NA	NA	NA	NA	NA	\$34.76
		Zone 2	TBD	NA	NA	\$38.13	NA	NA	NA	NA	NA	\$43.75

BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION

			RATES BY STATE									
DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		Zone 3	TBD	NA	NA	\$60.60	NA	NA	NA	NA	NA	\$62.70
		Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - DS1 - 1st	TEFHG	\$503.57	\$357.86	\$356.15	\$538.95	\$348.56	\$494.83	\$534.48	\$534.81	\$277.35
		NRC - DS1 - Add'l	TEFHG	\$442.84	\$309.95	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.26
		NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$46.28	\$41.46	NA	NA	\$24.15	\$46.85	NA	NA	\$33.18
		NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$32.18	\$28.51	NA	NA	\$21.31	\$33.02	NA	NA	\$22.30
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECS	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECS	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
		NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	NA
		Local Channel - Dedicated - DS3										
		DS3 - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	NA	NA	\$12.08	\$23.76
		DS3 - Facility Termination per month	TEFHJ	\$535.92	\$560.39	\$515.91	\$635.09	\$573.23	\$533.33	\$498.87	\$493.31	\$607.28
		NRC - DS3 - Facility Termination - 1st	TEFHJ	\$640.54	\$910.45	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16
		NRC - DS3 - Facility Termination - Add'l	TEFHJ	\$426.28	\$532.19	\$426.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64
		NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36
		NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECS	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMECS	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
		CHANNELIZATION										
		DS3 Channelization (DS3 to DS1)										
		per Channelized System (28 DS1) per month	SATCS	\$188.51	\$299.24	\$190.84	NA	\$175.57	NA	\$241.81	\$234.30	\$185.94
		NRC - 1st	SATCS	\$11.67	\$189.04	\$73.29	NA	\$67.42	NA	NA	NA	\$61.09
		NRC - Add'l	SATCS	\$0.95	\$186.37	\$60.61	NA	\$49.13	NA	NA	NA	\$50.31
		NRC -1st - Disconnect	SATCS	\$17.22	\$14.51	\$0.67	NA	\$15.49	NA	\$16.29	\$11.99	\$3.91
		NRC -Add'l - Disconnect	SATCS	\$12.05	\$13.26	\$12.15	NA	\$11.18	NA	\$12.39	\$12.05	\$12.61
		per Interface per month (COCI)	SATCO	\$8.69	\$9.50	\$8.76	NA	\$8.06	NA	\$8.93	\$8.68	\$9.03
		NRC - 1st	SATCO	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99
		NRC - Add'l	SATCO	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
		NRC - Manual Svc Order, per LSR	SOMECS	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	NA	\$25.51	\$25.59	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	NA	\$8.37	\$8.92	NA
		Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	\$71.76	NA	\$10.82	NA	\$9.94	NA	NA	NA	NA
		Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	\$52.03	NA	NA	NA	NA	NA	NA	NA	NA
		DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi										
		per Channelized System (28 DS1) per month	SATNS	NA	NA	NA	\$303.33	NA	\$247.40	NA	NA	NA

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BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION

				RATES BY STATE									
DESCRIPTION				USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
			NRC - 1st	SATNS	NA	NA	NA	NA	NA	\$79.94	NA	NA	NA
			NRC - Add'l	SATNS	NA	NA	NA	NA	NA	\$65.20	NA	NA	NA
			NRC -1st - Disconnect	SATNS	NA	NA	NA	\$8.52	NA	\$5.58	NA	NA	NA
			NRC -Add'l - Disconnect	SATNS	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA
			per Interface per month (COCi)	SATCO	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA
			NRC - 1st	SATCO	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
			NRC - Add'l	SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA
			NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
			NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA
			NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA
			Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	NA	NA	\$16.97	NA	NA	NA
			Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
			DS1 Channelization (DS1 to DS0)										
			per Channelized System (24 DS0) per month	SATC1	\$136.82	\$154.74	\$126.22	NA	\$126.66	NA	\$158.01	\$147.51	\$165.21
			NRC - 1st	SATC1	\$197.98	\$183.57	\$200.39	NA	\$184.35	NA	\$228.01	\$220.89	\$197.21
			NRC - Add'l	SATC1	\$123.12	\$126.16	\$124.93	NA	\$114.94	NA	\$141.88	\$137.15	\$119.99
			NRC -1sr - Disconnect	SATC1	\$11.67	\$19.68	\$28.95	NA	\$28.86	NA	\$34.55	NA	\$25.66
			NRC -Add'l - Disconnect	SATC1	\$0.95	\$18.29	\$18.43	NA	\$18.37	NA	\$21.14	NA	\$15.81
			- Interface (COCi)										
			per OCU-DP(data) card per month (2.4-64kbs)	SATSA	\$1.66	\$2.22	\$1.06	NA	\$1.94	NA	\$2.03	\$2.34	\$2.46
			NRC - 1st	SATSA	\$12.05	\$13.26	\$12.15	NA	\$11.18	NA	\$12.39	\$12.05	\$12.61
			NRC - Add'l	SATSA	\$8.69	\$9.50	\$8.76	NA	\$8.06	NA	\$8.93	\$8.68	\$9.03
			per BRITE card per month	SATSA	\$3.41	\$3.86	\$3.41	NA	\$4.18	NA	\$3.76	\$4.21	\$3.33
			NRC - 1st	SATSA	\$12.05	\$13.26	\$12.15	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61
			NRC - Add'l	SATSA	\$8.69	\$9.50	\$8.76	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03
			per VG card per month (DS0)	SATSA	\$0.86	\$1.46	\$2.20	NA	\$1.06	NA	\$1.28	\$1.47	\$1.25
			NRC - 1st	SATSA	\$12.05	\$13.26	\$12.15	NA	\$11.18	NA	\$12.39	\$12.05	\$12.61
			NRC - Add'l	SATSA	\$8.69	\$9.50	\$8.76	NA	\$8.06	NA	\$8.93	\$8.68	\$9.03
			NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
			NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
			NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
			Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	NA	\$25.51	\$25.59	NA
			Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	NA	\$8.37	\$8.92	NA
			Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	\$30.18	NA	\$10.82	NA	\$9.94	NA	NA	NA	NA
			Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$18.86	NA	NA	NA	NA	NA	NA	NA	NA
			DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi										
			per Channelized System (24 DS0) per month	SASTN1	NA	NA	NA	\$200.01	NA	\$146.87	NA	NA	NA
			NRC - 1st	SASTN1	NA	NA	NA	\$302.82	NA	\$271.52	NA	NA	NA
			NRC - Add'l	SASTN1	NA	NA	NA	\$184.20	NA	\$164.56	NA	NA	NA
			NRC -1sr - Disconnect	SASTN1	NA	NA	NA	NA	NA	\$36.38	NA	NA	NA
			NRC -Add'l - Disconnect	SASTN1	NA	NA	NA	NA	NA	\$22.82	NA	NA	NA
			- Interface (COCi)										
			per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA	NA	NA	\$2.94	NA	\$2.86	NA	NA	NA
			NRC - 1st	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA
			NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA
			per BRITE card per month	SATSA	NA	NA	NA	\$4.04	NA	\$3.88	NA	NA	NA
			NRC - 1st	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA

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**BELLSOUTH/LEVEL 3 RATES
LOCAL INTERCONNECTION**

			RATES BY STATE									
DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA
		per VG card per month (DS0)	SATSA	NA	NA	NA	\$1.40	NA	\$1.45	NA	NA	NA
		NRC - 1st	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA
		NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMECE	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA
		Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA
		Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.97	NA	NA	NA
		Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Interconnection Mid-Span Meet												
Local Channel - Dedicated - DS1												
		DS1 Monthly Recurring per month	TEFHG	\$17.76	\$22.18	\$19.18	\$21.90	\$21.90	\$19.46	\$17.85	\$18.60	\$20.14
		NRC - DS1 - 1st	TEFHG	\$251.79	\$123.25	\$178.08	\$269.48	\$174.28	\$247.42	\$268.83	\$267.41	\$138.68
		NRC - DS1 - Add'l	TEFHG	\$221.42	\$115.25	\$156.45	\$232.47	\$150.15	\$217.64	\$232.73	\$231.41	\$116.63
		NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$23.14	NA	NA	NA	\$12.08	\$23.43	NA	NA	\$16.59
		NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$16.09	NA	NA	NA	\$10.66	\$16.51	NA	NA	\$11.15
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$623.92	\$87.99	\$45.68
		NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	\$0.00	NA	NA	NA	NA	NA	\$467.22	\$3.11	\$1.76
		NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	\$29.27	NA	NA	NA	\$19.48	\$27.51	NA	NA	\$21.75
NOTES:												
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.												

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Level 3 is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Level 3 a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Level 3 and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Level 3 may be required to release unused space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in Level 3's collocation arrangement is not being utilized by the end of the second year of operation. Level 3 will first have the option of subleasing any amount of space not being utilized pursuant to this sub-Section in lieu of releasing space to BellSouth. Prior to reclaiming any such unused space BellSouth shall notify Level 3 of its intent in writing. Level 3 will respond to BellSouth within fourteen (14) calendar days of receipt of BellSouth's notice. Said response shall detail Level 3's current use or planned use of remaining space within the subsequent three (3) months, either by placing Level 3 equipment in the remaining space or the subleasing of such Collocation Space. If BellSouth disagrees with Level 3's assertions it may avail itself of the Dispute Resolution procedures set forth in the General Terms and Conditions section of this Agreement.

1.3 Use of Space. Level 3 shall use the Collocation Space for the purposes of installing, maintaining and operating Level 3's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Level 3 may at its option, place Level 3-owned or leased fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Level 3 may connect to other collocators within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Level 3 pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. Level 3 agrees to pay the rates and charges identified at Exhibit A attached hereto. Rates marked with an asterisk are interim and subject to true-up pursuant to Section 7.7.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will provide Level 3 physical collocation, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth is prepared to demonstrate to the state Public Service Commission that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.. BellSouth shall, upon request from Level 3, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to increase the amount of space available for collocation. Level 3 shall pay a share of equipment removal costs that is proportionate to its share of the space that is made available by the removal of equipment ("proportionate share").

2.2 Reporting. Upon request from Level 3, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Level 3 must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, for the second through fifth requests, BellSouth shall notify Level 3 and inform Level 3 of the time frame under which it can respond, which shall be as soon as reasonably possible.

2.3 Denial of Application. After notifying Level 3 that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Level 3, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise Level 3 as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall provide Level 3 collocation for Level 3's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Level 3 to have direct access to its equipment and facilities but may require Level 3 to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Level 3's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Level 3 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Level 3's equipment and facilities at Level 3's option or if required by local building code. Level 3 must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Level 3 and Level 3's BellSouth certified contractor must comply with local building code requirements. Level 3's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Level 3 directly for all work performed for Level 3 pursuant to

this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Level 3 must provide the local BellSouth building_contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3.

3.2.1 BellSouth has the right to review Level 3's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require Level 3 to remove or correct at Level 3's cost any structure that does not meet these standards. A copy of BellSouth's guidelines and specifications will be provided to Level 3 upon execution of this Agreement. BellSouth must provide Level 3 prior notice of any changes to such guidelines and specifications. Notwithstanding the foregoing, nothing in BellSouth's guidelines or specifications supercedes Level 3's substantive rights under this Agreement.

3.3 Shared (Subleased) Caged Collocation. Level 3 may allow other telecommunications carriers to share Level 3's caged collocation arrangement pursuant to terms and conditions agreed to by Level 3 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is not authorized by the lessor to offer such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided, on a confidential basis, to the BellSouth contact specified in Section 15 within ten (10) business days of the Guest's application and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and Level 3.

3.3.1 Level 3 shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 Level 3 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Level 3's Guests in the Collocation Space, except for claims, action, causes of action, of whatever kind or nature arising out of or related to the interconnection between BellSouth and the Guests or BellSouth's provision of access to Unbundled Network Elements to the Guests directly.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access

to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Level 3 and in conformance with BellSouth's design and construction specifications. Further, Level 3 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Level 3 elect such option, Level 3 must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Level 3 and Level 3's contractor must comply with local building code requirements. Level 3's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Level 3's BellSouth Certified Vendor shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Level 3 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Level 3's locked enclosure prior to notifying Level 3.

3.4.2 BellSouth maintains the right to review Level 3's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Level 3, at Level 3's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 Level 3 shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Level 3's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

3.5 Level 3 may seek a particular physical collocation arrangement, and is entitled to a presumption that such arrangement is technically feasible if any local exchange company has deployed such collocation arrangement in any incumbent local exchange carrier premises.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day Level 3's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Level 3 in writing that the Collocation Space is ready for occupancy within 10 business days of the date the space is ready for occupancy. Level 3 must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Level 3 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Level 3 fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Level 3's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Level 3 with respect to said Collocation Space. However, for good cause shown, Level 3 may request and BellSouth will grant, an extension of up to 30 days. Termination of Level 3's rights to the Collocation Space pursuant to this paragraph shall not operate to release Level 3 from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. To the extent BellSouth places a subsequent collocator in the Collocation Space within one year of the date Level 3's right to occupy said Collocation Space terminates, BellSouth shall reimburse Level 3 an amortized amount of the costs incurred by BellSouth in preparing the Collocation Space based upon the amount of time the Collocation Space was unoccupied pursuant to this paragraph until its occupancy by the subsequent collocator. For purposes of this paragraph, Level 3's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Level 3 may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Level 3 at its expense shall remove its equipment and other property from the Collocation Space. Level 3 shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of Level 3's Guests; provided, however, that Level 3 shall continue payment of monthly fees to BellSouth until such date as Level 3 has fully vacated the Collocation Space. Should Level 3 fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Level 3 at Level 3's expense and with no liability for damage or injury to Level 3's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Level 3 shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Level 3 except for ordinary wear and tear. Level 3 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition, except for ordinary wear and tear.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and

multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. If BellSouth denies collocation of Level 3's equipment citing safety standards, BellSouth must provide to Level 3 within (5) five business days of the denial a list of all equipment that BellSouth locates within the premises in question together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends Level 3's equipment fails to meet.

5.1.2 Level 3 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 Level 3 shall place a plaque or other identification affixed to Level 3's equipment necessary to identify Level 3's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Level 3 may elect to place Level 3-owned or Level 3-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Level 3 will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Level 3 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Level 3's equipment in the Collocation Space. In the event Level 3 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Level 3 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Level 3 is responsible for maintenance of the entrance facilities. At Level 3's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Level 3 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Level 3's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Level 3 may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Level 3 collocation arrangement within the same BellSouth Central Office. Level 3 must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Level 3-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Level 3 request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Level 3 by BellSouth, Level 3 shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Level 3's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Level 3 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Level 3's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 Level 3's Equipment and Facilities. Level 3, or if required by this Attachment, Level 3's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Level 3. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, Level 3 may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by Level 3, or the other Interconnector(s) Level 3 is directly connecting to, or through BellSouth facilities designated by Level 3, at Level 3's option. Such connections to other carriers may be made using either optical or electrical facilities. Level 3 may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If Level 3 requests a co-Carrier cross-connect after the initial installation, Level 3 must submit an application and the non-recurring charge as specified in Exhibit A shall apply.. Level 3 must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Level 3 equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Level 3's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Level 3 will have the option to deploy the co-Carrier cross connects between the sets of equipment.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Level 3 when access to the Collocation Space is required. Level 3 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Level 3 will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, Level 3 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Level 3 agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Level 3 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Level 3 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Level 3 or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. Level 3 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Level 3 will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Level 3 shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Level 3 violates the provisions of this paragraph, BellSouth shall give written notice to Level 3, which notice shall direct Level 3 to cure the violation within forty-eight (48) hours of Level 3's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Level 3 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical

power to Level 3's equipment. BellSouth will endeavor, but is not required, to provide notice to Level 3 prior to taking such action and shall have no liability to Level 3 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, Level 3 may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Level 3 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Level 3 at any time. Any damage caused to the Collocation Space by Level 3's employees, agents or representatives during the removal of such property shall be promptly repaired by Level 3 at its expense.

5.11 Alterations. In no case shall Level 3 or any person acting on behalf of Level 3 make any material rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Level 3. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and fee, pursuant to sub-section 6.1.2.

5.12 Janitorial Service. Level 3 shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. Level 3 shall submit an application document when Level 3 or Level 3's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For Level 3 or Level 3's Guest(s) initial equipment placement, Level 3 shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Level 3's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event Level 3 or Level 3's Guest(s) desire to modify the use of the Collocation Space, Level 3 shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable

Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by Level 3 in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Level 3 for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Level 3. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Level 3 within 30 calendar days following Level 3's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will not classify an Application as not Bona Fide for de minimis or clerical errors which do not affect the ability of Application to be processed. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space.

6.2.1 If BellSouth knows at the time of providing the Application Response that local building code does not allow the provisioning of the requested form of collocation (e.g. cageless and shared), BellSouth will notify Level 3 of such building code restrictions. If BellSouth determines after the Application Response that local building code does not allow the provisioning of the requested form of collocation, BellSouth will provide Level 3 written notice of such restriction.

6.3 Bona Fide Firm Order. Level 3 shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Level 3 to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Level 3's Application/Inquiry. If Level 3 makes changes to its

application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate Level 3's application as a result of changes requested by Level 3 to Level 3's original application, then BellSouth will charge Level 3 a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Level 3 to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Level 3's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to Level 3's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Level 3.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 Except for a site visit under 6.3.2., Level 3 must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Level 3 desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Level 3 will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation

Space Completion time period will be provided to Level 3 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. Level 3 and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Level 3. BellSouth will correct any deviations to Level 3's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. Level 3 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Level 3 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Level 3 with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Level 3's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Level 3 upon successful completion of installation. The Certified Vendor shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Level 3 or any vendor proposed by Level 3.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Level 3 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Level 3's Collocation Space. Upon request, BellSouth will provide Level 3 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Level 3. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of Level 3, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Level 3's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Level 3 divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or

upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Level 3 in an amount equal to Level 3 reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Level 3 may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Level 3 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Level 3 may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Level 3, such information will be provided to Level 3 in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Level 3 within 180 days of BellSouth's written denial of Level 3's request for physical collocation, and (ii) Level 3 was not informed in the written denial that physical collocation space would become available within such 180 days, then Level 3 may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Level 3 must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, Level 3 cancels its order for the Collocation Space(s), Level 3 will reimburse BellSouth for any reasonable expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Level 3 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. Level 3, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, Level 3 shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Level 3's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4), when Level 3 requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Space Preparation Fee in North Carolina. In North Carolina, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Level 3 first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event Level 3 opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to Level 3 as described in Section 7.5. The Space Preparation Fee always consists of charges for Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal –48V DC ampere requirements specified by Level 3 on the Bona Fide Application.

7.4 Space Preparation Fee in Florida. In Florida, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Level 3 first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event Level 3 opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to Level 3 as described in Section 7.5. The Space Preparation Fee always consists of charges for Firm Order Processing, Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal –48V DC ampere requirements specified by Level 3 on the Bona Fide Application.

7.5 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Level 3's equipment. When the Collocation Space is enclosed, Level 3 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Level 3 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Level 3's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Level 3 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due

beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Level 3 first occupies the Collocation Space, whichever is sooner.

7.7Power. BellSouth shall supply -48 Volt (-48V) DC power for Level 3's Collocation Space within the central office premises and shall make available AC power at Level 3's option for Adjacent Arrangement collocation.

7.7.1Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Level 3's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by Level 3's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by Level 3's certified power vendor. Level 3's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of Level 3's request to collocate in that Central Office ("Power Plant Construction"), Level 3 shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify Level 3 of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Level 3 shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Level 3 shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Level 3 has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment Level 3 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Attachment, such upgrades shall become the property of BellSouth.

7.7.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by Level 3's certified vendor. Level 3's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.8 Security Escort. A security escort will be required whenever Level 3 or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort, if applicable, are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.9 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Level 3 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Level 3. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.10 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Level 3 will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

8.1 Level 3 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Level 3 shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL Level 3 applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one

hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.3 The limits set forth in Subsection 6.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Level 3 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by Level 3 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all Level 3's property has been removed from BellSouth's Central Office, whichever period is longer. If Level 3 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Level 3.

8.5 Level 3 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Level 3 shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Level 3's insurance company. Level 3 shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.6 Level 3 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Level 3 under this section.

8.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Level 3), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said

lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth may conduct an inspection of Level 3's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Level 3's equipment and equipment of BellSouth or if Level 3 later adds equipment, and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Level 3 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Level 3 will be permitted in the BellSouth Central Office. Level 3 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Level 3 name. BellSouth reserves the right to remove from its premises any employee of Level 3 not possessing identification issued by Level 3. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Level 3 shall be solely responsible for ensuring that any Guest of Level 3 is in compliance with all subsections of this Section 11.

11.1.1 Level 3 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Level 3 employee being considered for work on the BellSouth Central Office, for the states/counties where the Level 3 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Level 3 will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Level 3 shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Level 3 shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Level 3 personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each Level 3 employee requiring access to a BellSouth Central Office pursuant to this agreement, Level 3 shall furnish BellSouth, prior to an employee gaining such access, certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Level 3 will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, Level 3 shall promptly remove from the BellSouth's premises any employee of Level 3 BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Level 3's employees, agents, or contractors. Level 3 and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Level 3's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Level 3 for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Level 3's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Level 3 for BellSouth property which is stolen or damaged where an investigation determines the culpability of Level 3's employees, agents, or contractors. Level 3 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Level 3 identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending party as may be all associated investigative costs. Upon request, either Party shall promptly and permanently remove from BellSouth's Central Office any employee repeatedly found to be in violation of this rule.

11.4 Use of Official Lines Except for non-toll calls necessary in the performance of their work, employees shall not use the telephones of the other Party in the BellSouth Central Office. Charges for unauthorized telephone calls may be charged to the offending party as may be all associated investigative costs. Upon request, either Party shall promptly and permanently remove from BellSouth's premises any employee repeatedly found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Level 3's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Level 3's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Level 3, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Level 3 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Level 3's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Level 3. Where allowed and where practical, Level 3 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Level 3 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Level 3's permitted use, until such Collocation Space is fully repaired and restored and Level 3's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Level 3 has placed an Adjacent Arrangement pursuant to section 3.4, Level 3 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then, with respect to such Collocation Space or Adjacent Arrangement this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Level 3 shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. NONEXCLUSIVITY

12.1 Level 3 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such

agreements shall be determined by space availability and made on a first come, first served basis.

14.1

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$7,124.00 Disconnect Charge \$1.73
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1SG	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$136.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$15.85	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.85	NA
PE1BD	Cable Installation	Per cable	NA	\$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA
PE1PL	Power -48V DC Power	Per amp	\$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$0.28	First/Add'l \$30.76/\$29.40
PE1P4	4-wire		\$0.56	\$31.01/\$29.58
PE1P1	DS-1		\$2.14	\$60.81/\$41.71
PE1P3	DS-3		\$38.63	\$57.80/\$39.81

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$12.10 \$21.75	First/Add'l \$55.46/\$39.18 \$66.71/\$50.43 Disconnect Charges First/Add'l \$12.75/\$11.38 \$12.82/\$11.39 \$12.85/\$11.50 \$14.93/\$11.76 \$16.83/\$13.27 \$21.86/\$18.31
PE1ES Fiber PE1DS Copper (TBD)	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new	Per linear ft. Per linear ft. Per new construction	\$0.06 \$0.03 NA	NA NA ICB
PE1AX PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per central office Per card Per card Per card	\$52.00 	 \$55.00 \$35.00 \$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2-Fiber Cross-Connect 4-Fiber Cross-Connect	Per cross connect	\$0.08 \$0.17 \$0.69 \$4.74 \$32.02 \$40.48	NA NA NA NA NA NA

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	\$55.25/\$32.79
PE1PT	Premium Time		NA	\$67.03/\$39.76

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth assessment related to expenditure of capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELL SOUTH/CLEC-1 RATES – ALABAMA
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	\$15.53	\$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fee			
	Firm Order Processing*		NA	\$1,211.00
	Central Office Modification*	Per sq. ft.	\$2.58	NA
	Common Systems Modification – Cageless*	Per sq. ft.	\$2.96	NA
	Common Systems Modification – Caged*	Per cage	\$100.66	NA
PE1BW	Space Enclosure (Note 2)			
	Wire Cage	Per first 100 sq. ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.25	NA
PE1BD	Cable Installation	Per cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$6.95	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects (Note 3)	Per cross connect		
PE1P2	2-wire		\$0.0524	\$11.57
PE1P4	4-wire		\$0.0524	\$11.57

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		
PE11S	DS-1/DCS		\$8.085	\$69.64
PE1P1	DS-1/DSX		\$4.110	\$69.64
PE13S	DS-3/DCS		\$56.97	\$528.00
PE13X	DS-3/DSX		\$10.06	\$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
PE1ES	Co-Carrier Cross-Connect Fiber Cable Support Structure*	Per linear ft., per cable	\$0.003	\$540.00
Fiber				
PE1DS	Copper or Coaxial Cable Support Structure*	Per linear ft., per cable	\$0.004	\$540.00
Copper				
PE1AX	Security Access System Security System*	Per premises	\$89.48	
	New Access Card Activation*	Per card	\$0.06	\$56.03
PE1AA	Administrative change, existing card*	Per card		\$15.71
PE1AR	Replace lost or stolen card*	Per card		\$45.93
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay (Note 4)		NA	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
PE1OT	Overtime		NA	\$13.64
PE1PT	Premium Time		NA	\$16.40

EXHIBIT A: BELL SOUTH/CLEC-1 RATES – FLORIDA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

<u>Cross Connects</u>	<u>Per Cross Connect</u>	<u>RC</u>	<u>NRC</u>
2-wire	Per 100 X-Connects	\$5.24	\$1,157.00
4-wire	Per 100 X-Connects	\$5.24	\$1,157.00
DS-1/DCS	Per 28 X-Connects	\$226.39	\$1,950.00
DS-1/DSX	Per 28 X-Connects	\$11.51	\$1,950.00
DS-3/DCS	Per Cross Connect	\$56.97	\$ 528.00
DS-3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

EXHIBIT A: BELL SOUTH/CLEC-1 RATES – FLORIDA
PHYSICAL COLLOCATION (continued)

- (4) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for CLEC-1 to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/LEVEL 3 RATES - GEORGIA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per square foot	NA	\$100.00
PE1BW	Space Enclosure (Note 3) <i>Cages Prior to 6/1/99</i> Welded Wire-mesh	Per first 100 sq. ft.	\$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.33	NA
PE1PJ	Floor Space Zone A	Per square foot	\$7.50	NA
PE1PK	Zone B	Per square foot	\$6.75	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$0.30	First / Additional \$12.60 / \$12.60
PE1P4	4-wire		\$0.50	\$12.60 / \$12.60
PE1P1	DS-1		\$8.00	\$155.00 / \$27.00
PE1P3	DS-3		\$72.00	\$155.00 / \$27.00
PE1F2	2-fiber		\$15.64	\$41.56 / \$29.82
PE1F4	4-fiber		\$28.11	\$50.53 / \$38.78

EXHIBIT A: BELLSOUTH/LEVEL 3 RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear foot	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per Premises Per Card Per Card Per Card	\$52.00	\$55.00 \$35.00 \$250.00
	Space Availability Report*	Per Premises Requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00

PE1PT	Premium Time	Half-hour	NA	\$55.00/\$35.00

EXHIBIT A: BELL SOUTH/LEVEL 3 RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Level 3 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Level 3 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Level 3 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Level 3 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Level 3 for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Level 3 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Level 3-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Level 3 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.00	NA
PE1BD	Cable Installation	Per cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power -48V DC Power	Per amp	\$7.68	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.31	First/Add'l \$54.21/\$51.07
PE1P4	4-wire		\$0.62	\$54.23/\$50.96
PE1P1	DS-1		\$1.92	\$99.23/\$69.15
PE1P3	DS-3		\$39.94	\$97.48/\$66.90
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES Fiber	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation	Per card		\$55.00
	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$56.09/\$31.99
PE1OT	Overtime		NA	\$67.75/\$39.00
PE1PT	Premium Time		NA	\$79.41/\$46.01
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELL SOUTH/CLEC-1 RATES – KENTUCKY
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$4,910.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.07	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.01	NA
PE1BD	Cable Installation	Per cable	NA	\$1,706.00 Disconnect charge \$36.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.05	NA
PE1PL	Power -48V DC Power	Per amp	\$7.15	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$0.26	First/Add'l \$23.04/\$22.11
PE1P4	4-wire		\$0.52	\$23.23/\$22.24
PE1P1	DS-1		\$2.03	\$43.61/\$30.60
PE1P3	DS-3		\$36.27	\$41.46/\$29.20

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber	Per cross connect	\$19.13 \$34.38	First/Add'l \$41.07/\$29.63 \$49.81/\$38.37
	2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber			Disconnect Charges First/Add'l \$9.48/\$8.54 \$9.53/\$8.55 \$9.56/\$8.63 \$11.06/\$8.86 \$12.84/\$10.29 \$16.75/\$14.20
PE1ES Fiber PE1DS Copper (TBD)	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new	Per linear ft. Per linear ft. Per new construction	\$0.06 \$0.03 NA	NA NA ICB
PE1AX PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises Per card Per card Per card	\$52.00	\$55.00 \$35.00 \$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross-connect	\$0.0776 \$0.1552 \$0.6406 \$4.75 \$47.44 \$63.97	NA NA NA NA NA NA

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$32.35/\$19.95
PE1OT	Overtime		NA	\$40.50/\$25.00
PE1PT	Premium Time		NA	\$48.66/\$30.05
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$24.92/\$23.99	\$10.56/\$9.62
4-wire	\$25.11/\$24.12	\$10.61/\$9.63
DS-1	\$45.49/\$32.48	\$10.64/\$9.71
DS-3	\$43.34/\$31.08	\$12.14/\$9.94

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$6,993.00 Disconnect Charge \$1.70
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.83	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	
PE1BD	Cable Installation	Per cable	NA	\$2,419.00 Disconnection charge \$53.24
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power -48V DC Power	Per amp	\$6.93	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$1.3996	First/Add'l \$30.93/\$29.59
PE1P4	4-wire		\$7.9992	\$31.17/\$29.77

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		\$2.90	\$60.42/\$41.68
PE1P3	DS-3		\$53.31	\$57.45/\$39.81
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
				Disconnect Charges
				First/Add'l
	2-wire			\$12.76/\$11.43
	4-wire			\$12.83/\$11.43
	DS-1			\$12.87/\$11.54
	DS-3			\$14.92/\$11.80
	2-fiber			\$12.96/\$10.34
	4-fiber			\$16.97/\$14.35
PE1ES	Co-Carrier Cross-Connect (Note 5)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.87/\$25.54
PE1OT	Overtime		NA	\$54.43/\$32.41
PE1PT	Premium Time		NA	\$65.99/\$39.28
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$33.58 / \$32.24	\$14.27 / \$12.94
4-wire	\$33.82 / \$32.42	\$14.34 / \$12.94
DS-1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS-3	\$60.10 / \$42.46	\$16.43 / \$13.31

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged	Per cage	\$110.79	
	Power	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (Note 2)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$102.76	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$6.65	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 3)	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.32	\$41.78/\$39.23
PE1P1	4-wire		\$0.64	\$41.91/\$39.25
PE1P3	DS-1		\$2.34	\$71.02/\$51.08
PE1F2	DS-3		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$15.99	\$67.34/\$48.55
	4-fiber		\$28.74	\$82.35/\$63.56

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES Fiber	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card		\$55.00 \$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$39.67	NA
PE1B4	4 Fiber Cross-Connect		\$53.49	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First/Additional</u>
2-wire	\$46.53/\$43.98
4-wire	\$46.64/\$43.98
DS-1	\$75.72/\$55.78
DS-3	\$74.54/\$54.13

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$4,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.90	NA
PE1BD	Cable Installation	Per cable	NA	\$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
PE1PL	Power -48V DC Power	Per amp	\$7.09	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$.3648	First/Add'l \$41.50/\$38.94
PE1P4	4-wire		\$.7297	\$41.56/\$38.90
PE1P1	DS-1		\$2.70	\$70.79/\$50.78
PE1P3	DS-3		\$49.24	\$69.60/\$49.14
PE1F2	2-fiber		\$15.06	\$69.28/\$48.89
PE1F4	4-fiber		\$27.08	\$84.07/\$63.68

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES Fiber	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card		\$55.00 \$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$43.00/\$25.57
PE1OT	Overtime		NA	\$54.62/\$32.46
PE1PT	Premium Time		NA	\$66.24/\$39.35
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66 / \$44.10
4-wire	\$46.68 / \$44.02
DS-1	\$75.88 / \$55.87
DS-3	\$74.69 / \$54.23

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per sq. ft.	\$7.50	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.30	First/Add'l \$19.20/\$19.20
PE1P4	4-wire		\$0.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES Fiber	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System	Per premises	\$52.00	
PE1AA	New Access Card Activation	Per card		\$55.00
	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELL SOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the Co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the Co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT B**ENVIRONMENTAL AND SAFETY
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Level 3 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.
- 1.2 Notice. BellSouth and Level 3 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Level 3 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Level 3 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Level 3 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Level 3 space with proper notification. BellSouth reserves the right to stop any Level 3 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Level 3 are owned by Level 3.

Level 3 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Level 3 or different hazardous materials used by Level 3 at BellSouth Facility. Level 3 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

EXHIBIT B

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Level 3 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Level 3 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Level 3 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Level 3 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Level 3 shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Level 3 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Level 3 further agrees to cooperate with BellSouth to ensure that Level 3's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Level 3, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

EXHIBIT B**2. Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3

	regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

EXHIBIT B**3. DEFINITIONS**

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, both Parties shall contact the North American Numbering Plan Administrator for the assignment of numbering resources. In order to be assigned a Central Office Code, each Party will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by Level 3, BellSouth will provide Level 3 with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) both Parties may be forced to cancel their reservations of numbers. So long as BellSouth applies the shortage policy to itself and other CLECs on a non-discriminatory basis, Level 3 shall comply with BellSouth requests to release telephone number reservations.
- 1.3 Further, upon Level 3 request and for the purposes of the resale of BellSouth's telecommunications services by Level 3, BellSouth will reserve up to 100 telephone numbers per CLLIC for Level 3's sole use. Such telephone number reservations shall be transmitted to Level 3 via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Where there is a shortage of telephone numbers in a particular CLLIC, BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Level 3's reasonable need in that particular CLLIC. BellSouth will apply any policies to address such shortages on a non-discriminatory basis to itself, Level 3 and other CLECs.

2. Number Portability Permanent Solution

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement, in accordance with the Act and applicable rules, a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of the Attachment and in FCC rules and orders, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in a switch.

- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Level 3 where Level 3 is a subscriber to local switching or where Level 3 is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

- 3.1 Definition. Until the industry-wide permanent solution is implemented in a switch, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- 3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Level 3. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Level 3 switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- 3.4 Rates
Rates for SPNP are set out in Exhibit A to this Attachment.

4. SPNP Implementation

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically

- forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a local channel and dedicated transport are as set forth in Exhibit C of Attachment 2. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide

- itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch and other equipment and facilities are capable of accepting SPNP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing thirty (30) days' prior written notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, if any, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the

other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

- 5.1 Once a PNP is implemented in a switch both Parties must withdraw their SPNP offerings for that switch to the extent required under the Act and effective and applicable FCC rules and orders. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the switch. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP consistent with the directives of the FCC in those orders and rules. Therefore, either Party may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

6. True-up

This section applies only to Tennessee.

- 6.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of Section 6.3 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

- 6.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
- 6.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) (in the case of loops and ports only) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

7. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Level 3 may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, NC, MS, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Level 3 will incur an OSS charge for an accepted LSR that is later canceled by Level 3.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply in these states, rather than the charge per LSR submitted by means other than the OSS interactive interface, as set forth above.

Threshold Billing Plan

The Parties agree that Level 3 will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/LEVEL 3 RATES
SERVICE PROVIDER
NUMBER PORTABILITY

		RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	\$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	\$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	NA	\$2.17	\$1.50
NRC	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	NA	\$0.7046	NA
NRC - Disconnect Charge	TNPBL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	NA	\$2.17	\$1.25
NRC	TNPRL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	NA	\$0.7046	NA
NRC - Disconnect Charge	TNPRL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	\$0.32	NA	\$0.2836	NA	\$0.38	\$0.3838	NA	\$0.3854	\$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	None	\$1.37	\$25.00
NRC - Add'l	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	None	\$1.37	\$25.00
NRC - Disconnect - 1st	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	NA	\$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	NA	\$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.37	NA
NRC - Add'l	TNPRD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.37	NA
NRC - Disconnect - 1st	TNPRD	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA
NRC - Disconnect - Add'l	TNPRD	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	NA	\$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	\$173.73	NA	\$135.47	NA	\$129.69	\$171.68	NA	\$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	\$50.43	NA	NA	NA	\$37.85	\$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	NA	\$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	\$51.35	NA	\$39.53	NA	\$37.85	\$50.69	NA	\$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	\$25.00	NA	NA	NA	\$18.75	\$24.71	NA	NA	NA
NOTES:										
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.										
1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)										
2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)										

Attachment 6
Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

- 1.1 BellSouth shall provide ordering and provisioning services to Level 3 that are equal to the ordering and provisioning services BellSouth provides to itself, its affiliates or any other carrier. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

- 1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday: 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday: 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

- 1.3 All other Level 3 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime charges set forth in BellSouth FCC Tariff No. 1.

2. Access to Operational Support Systems

- 2.1 BellSouth shall provide Level 3 access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

- 2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local

- Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes Customer Record Information but is not limited to, customer specific information in CRIS and RSAG.. In addition, Level 3 shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Level 3 shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Level 3 and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by Level 3. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG that can be integrated with the TAG preordering capability by Level 3. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Level 3 to report and monitor service troubles and obtain repair services. BellSouth shall offer Level 3 service trouble reporting in a non-discriminatory manner that provides Level 3 the equivalent ability to report and monitor service troubles that BellSouth provides to itself, its affiliates and any other carrier. BellSouth also provides Level 3 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Level 3 access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request at the rates set forth in BellSouth FCC Tariff No. 1.
- 2.5 Migration of Level 3 to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases for new national standards, and machine-to-machine electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Level 3 advising Level 3 of the

release date of N+1 and the discontinue date of N-1 no less than thirty (30) days prior to the new release to allow Level 3 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

- 2.6 Rates. Charges for Level 3's use of BellSouth's Operational Support Systems shall be as set forth in this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Level 3 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Level 3 wishes to reinstate an order, Level 3 may be required to submit a new service order.
- 3.2 Single Point of Contact. Level 3 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Level 3 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. If they have not already done so, Level 3 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Level 3 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Level 3 that such an order has been processed, but will not be required to notify Level 3 in advance of such processing.
- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order that results in a disconnect of a Level 3 customer that was served, in whole or in part, by use of BellSouth facilities or service, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using the interval guidelines set forth in the Guides.

- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify Level 3 within five (5) business days after the disconnect order is completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If Level 3 cancels an order for network elements or other services, BellSouth may recover, consistent with the methodology set forth in BellSouth FCC Tariff No. 1, any reasonable and demonstrable costs incurred by BellSouth in conjunction with the provisioning of that order prior to cancellation.

Attachment 7
Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Level 3 requests. BellSouth will bill and record in accordance with this Agreement those charges Level 3 incurs as a result of Level 3 purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum. BellSouth will provide Level 3 thirty (30) days' prior notice of billing format changes.

1.1.1 For any service(s) BellSouth orders from Level 3, Level 3 shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, where Level 3 has not already done so, it will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. BellSouth will notify Level 3 within seven (7) business days of its receipt of documentation from Level 3 whether any additional information is required. BellSouth will use best efforts to provide Level 3 written confirmation within three (3) business days of establishing the Master Account that such account has been opened.

1.3 Payment Responsibility. Payment of all undisputed charges will be the responsibility of the billed Party. The billed Party shall make payment to the billing Party for all services billed where the charges for such services are undisputed. The billing Party is not responsible for payments not received by the billed Party from the billed Party's customer. The Billing Party will not become involved in billing disputes that may arise between the billed Party and its customer. Payments made to the billing Party on account will be credited to an accounts receivable master account and not to an end

user's account. For purposes of this Section 1, "undisputed amounts" shall mean amounts charged to the billed Party for which the billed Party has not submitted a good faith billing dispute in writing in accordance with this Attachment 7.

- 1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from a Party, the total amount billed to that Party will not include those taxes or fees for which the Party is exempt. Each Party will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to its end users.

- 1.6 Late Payment. If any portion of the payment is received by the billing Party after the payment due date as set forth preceding, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment penalty shall be due to the billing Party. The late payment penalty shall be the undisputed portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor for BellSouth shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, depending on the service provided. Level 3 will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law. The late factor for Level 3 shall be as set forth in Level 3's effective intrastate access tariff as filed with the Commission.

- 1.7 Discontinuing Service to Level 3. The procedures for discontinuing service to Level 3 are as follows:

- 1.7.1 BellSouth reserves the right to suspend or terminate service upon thirty (30) days' prior written notice for nonpayment of undisputed amounts or upon seven (7) days' prior notice in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Level 3 of the rules and regulations contained in BellSouth's tariffs. If Level 3 should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.

- 1.7.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide thirty (30) days' prior written notice to Level 3 that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to Level 3 to discontinue the provision of existing services to Level 3 if Level 3 does not cure within the thirty (30) day timeframe. If Level 3 should cure the alleged violation within the thirty (30) day time frame, BellSouth shall not suspend or terminate service or refuse additional applications for service. For purposes of this Section 1.7, "undisputed amounts" shall have the same meaning as set forth in Section 8.2.2 of Attachment 1.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Level 3's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Level 3 without further notice.
- 1.7.5 If payment of undisputed amounts is not received or satisfactory arrangements made for payment by the date given in the written notification, Level 3's services will be discontinued. Upon discontinuance of service on Level 3's account, service to the Level 3's end users will be denied. BellSouth will reestablish service at the request of the end user or Level 3 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Level 3 is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. A CLEC may be deemed to have satisfactory credit if it rates a 5.0 or better on the Dun & Bradstreet Risk Assessment Monitor. In addition, in determining satisfactory credit, BellSouth evaluates factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth. To the extent not required as of the effective date of this Agreement, Level 3 shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances thereafter as determined in accordance with the foregoing factors. Such adverse material changes may be measured based upon changes that alone would not be deemed material but when considered in conjunction

with past adverse trends, including adverse trends occurring prior to the effective date hereof, constitute an adverse material change.

- 1.8.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all accounts accruing for the service.
- 1.8.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 1.8.3. Such security deposit may not exceed two months' estimated billing.
- 1.8.4. The fact that a security deposit has been made in no way relieves Level 3 from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 1.8.5. BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, material changes in Level 3's financial circumstances so warrant and/or gross monthly billing has increased significantly beyond the level initially used to determine the security deposit.
- 1.8.6 In the event that Level 3 defaults on its account, service to Level 3 will be terminated in accordance with Section 1.7 of this Attachment and any security deposits held will be applied to its account.
- 1.8.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment.

2. Billing Accuracy Certification

- 2.1 Upon request, BellSouth and Level 3 will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

- 2.2 As part of the billing quality assurance program, BellSouth and Level 3 will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Level 3 with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Level 3 will pay all undisputed bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Billing Disputes

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. In the event the billing dispute is ultimately resolved in favor of the disputing party, that Party shall not be liable for any of the disputed charges or any of the associated late payments. If the dispute is resolved against the disputing Party, the Party shall pay all disputed charges and all associated late payment charges no later than the second bill date after the resolution of the dispute. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the applicable late factor as identified in Section 1.6 of this Attachment. In no event, however, shall interest be assessed by either Party on any previously assessed late

- payment charges. If a Party disputes charges but pays such charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges plus interest at rates set forth in applicable tariffs no later than the second bill date after the resolution of the dispute.
- 3.3 For billing disputes, the Parties agree to follow the escalation process set forth in Section 12 of the General Terms and Conditions of this Agreement.
- 4. RAO Hosting**
- This section shall apply only to the extent that Level 3 selects BellSouth as its RAO host.
- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Level 3 by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to Level 3 on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 Level 3 must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Level 3 to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Level 3 and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from Level 3 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Level 3.
- 4.7 All data received from Level 3 that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in

- accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from Level 3 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
 - 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Level 3 and will forward them to Level 3 on a daily basis.
 - 4.10 Transmission of message data between BellSouth and Level 3 will be via CONNECT:Direct.
 - 4.11 All messages and related data exchanged between BellSouth and Level 3 will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
 - 4.12 Level 3 will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
 - 4.13 Should it become necessary for Level 3 to send data to BellSouth more than sixty (60) days past the message date(s), Level 3 will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Level 3 to notify all affected Parties.
 - 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Level 3) identified and agreed to, the company responsible for creating the data (BellSouth or Level 3) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
 - 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Level 3, the entire pack containing the affected data will not be

- processed by BellSouth. BellSouth will notify Level 3 of the error condition. Level 3 will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Level 3 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Level 3 with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for Level 3 are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the Level 3 end for the purpose of data transmission will be the responsibility of Level 3.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Level 3 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Level 3 and the involved company(ies), unless that company is participating in NICS.

- 4.19.2 Both traffic that originates outside the BellSouth region by Level 3 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Level 3, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Level 3, involves a company other than Level 3, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once Level 3 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by Level 3 from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Level 3. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by Level 3 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Level 3 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

5. Optional Daily Usage File

- 5.1 Upon written request from Level 3, BellSouth will provide the Optional Daily Usage File (ODUF) service to Level 3 pursuant to the terms and conditions set forth in this section.
- 5.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Level 3 customer.

Charges for delivery of the Optional Daily Usage File will appear on Level 3's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 5.6.1 Usage To Be Transmitted
- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Level 3.
- 5.6.1.4 In the event that Level 3 detects a duplicate on Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).
- 5.6.2 Physical File Characteristics
 - 5.6.2.1 The Optional Daily Usage File will be distributed to Level 3 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Level 3 end for the purpose of data transmission will be the responsibility of Level 3.
- 5.6.3 Packing Specifications
 - 5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending

the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

- 5.6.4.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

5.6.5 Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.

5.6.6 Testing

- 5.6.6.1 Upon request from Level 3, BellSouth shall send test files to Level 3 for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Level 3 set up a production (LIVE) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on the Optional Daily Usage File. These test calls are logged by Level 3, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

- 6.1. Upon written request from Level 3, BellSouth will provide the Access Daily Usage File (ADUF) service to Level 3 pursuant to the terms and conditions set forth in this section.
- 6.2 The Level 3 shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that Level 3 has purchased from BellSouth
- 6.4 Charges for delivery of the Access Daily Usage File will appear on the Level 3s' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of the Level 3 will be the responsibility of the Level 3. If, however, the Level 3 should encounter significant volumes of errored messages that prevent processing by the Level 3 within its systems, BellSouth will work with the Level 3 to determine the source of the errors and the appropriate resolution.
- 6.6 Usage To Be Transmitted
- 6.6.1 The following messages recorded by BellSouth will be transmitted to Level 3:
- Interstate and intrastate access records associated with a port.
- Undetermined jurisdiction access records associated with a port.
- 6.6.2 When Level 3 purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
- Originating from Network Element and carried by Interexchange Carrier:
- BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF
- Originating from network element and carried by BellSouth (Level 3 is BellSouth's toll customer):
- BellSouth will bill resale toll rates to Level 3 and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to Level 3 via ADUF.
- Terminating on network element and carried by Interexchange Carrier:
- BellSouth will bill network element to Level 3 and send access record to Level 3.
- Terminating on network element and carried by BellSouth:
- BellSouth will bill network element to Level 3 and send access record to Level 3.

6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Level 3.

6.6.4 In the event that Level 3 detects a duplicate on the Access Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth.)

6.6.5 Physical File Characteristics

6.6.5.1 The Access Daily Usage File will be distributed to Level 3 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

6.6.6 Packing Specifications

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

- 6.6.7.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

6.6.8 Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.

6.6.9 Testing

- 6.6.9.1 Upon request from Level 3, BellSouth shall send test files to Level 3 for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

- 7.1 Upon written request from Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 7.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on Level 3s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 7.5 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
- 7.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 7.6.1 Usage To Be Transmitted
- 7.6.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:
- Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:
- Date of Call
 - From Number
 - To Number
 - Connect Time
 - Conversation Time
 - Method of Recording
 - From RAO
 - Rate Class
 - Message Type
 - Billing Indicators
 - Bill to Number
- 7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Level 3.
- 7.6.1.3 In the event that Level 3 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).
- 7.6.2 Physical File Characteristics
- 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Level 3 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Level 3's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on

the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

- 7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

7.6.3 Packing Specifications

- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/LEVEL 3 RATES
ODUF/EDOUF/ADUF/CMD5

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EDOUF/ADUF/CMD5										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ADUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMD5: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ADUF: Message Processing, per magnetic tape provisioned	N/A	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CMD5: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
NOTES:										
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

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Service Performance Measurements And Enforcement Mechanisms

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to Level 3 in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to Level 3 on a monthly basis. The reports will contain information collected in each performance category and will be available to Level 3 through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to Level 3 regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of Level 3. Level 3 may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.1.3 Notwithstanding any other provision of this Agreement, in the event

a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of Level 3. BellSouth will notify Level 3 of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and Level 3's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon the earlier of the following: (i) an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority; or (ii)

an effective Commission order in a generic proceeding or a proceeding specific to Level 3 requiring BellSouth to implement such enforcement mechanisms in that jurisdiction.

4.3 Definitions

- 4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and Level 3 where no analogous process, product or service is feasible. See Exhibit B.
- 4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.
- 4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.
- 4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to Level 3 resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.
- 4.3.6 Affected Volume means that proportion of the total Level 3 volume or CLEC Aggregate volume for which remedies will be paid.
- 4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as “diff” in the Statistical paper (See Exhibit C).
- 4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to Level 3 when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.
- 4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission (“Commission”) or its designee. Tier 2

Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

- 4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.
- 4.4 Application
- 4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to Level 3.
- 4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.
- 4.5 Methodology
- 4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.
- 4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.
- 4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.
- 4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing

BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

- 4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.
- 4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.
- 4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.
- 4.6 Payment of Tier-1 and Tier-2 Amounts
- 4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to Level 3 or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.
- 4.6.2 For each day after the due date that BellSouth fails to pay Level 3 the required amount, BellSouth will pay interest to Level 3 at the maximum rate permitted by state law.
- 4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.
- 4.6.4 If Level 3 disputes the amount paid to Level 3 for Tier-1 Enforcement Mechanisms, Level 3 shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide Level 3 written findings within thirty (30) days after receipt of the claim. If BellSouth determines Level 3 is owed additional amounts, BellSouth shall pay Level 3 such additional amounts within thirty (30)

days after its findings along with interest paid at the maximum rate permitted by law.

- 4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).
- 4.7 Limitations of Liability
- 4.7.1 BellSouth will not be responsible for Level 3 acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide Level 3 with reasonable notice of such acts or omissions and provide Level 3 any such supporting documentation.
- 4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by Level 3 that is in bad faith.
- 4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by Level 3 that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by Level 3 that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. Level 3 will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.
- 4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to Level 3 shall release BellSouth for any liability associated

with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to Level 3.

- 4.7.6 Level 3 acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and Level 3. Therefore, Level 3 may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

- 4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	
Regional Total - \$625M	

- 4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, Level 3 may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. Level 3 shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

- 4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

ORDERING

Report/Measurement:	
O-7. Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
$\text{(Total time in seconds to reach the LCSC)} / \text{(Total Number of Calls) in the Reporting Period.}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development) 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. See Appendix D	

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-8. Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by the CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
<p>An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.</p> <p>Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC. Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs. • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. <p>Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.</p>
Calculation
<p>Percent Rejected Service Requests:</p> $\frac{[(\text{Number of Service Requests Rejected in the Reporting Period}) / (\text{Number of Service Requests Received in the Reporting Period})] \times 100}{}$
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop with LNP • Geographic Scope <ul style="list-style-type: none"> ➢ .State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-9. Reject Interval Distribution & Average Reject Interval
Definition:
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
<p>The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.</p> <p>An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.</p> <p>Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC. <i>Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.</i> • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. <p>Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.</p>
Calculation:
<p>Average Reject Interval:</p> $\Sigma[(\text{Date \& Time of Service Request Rejection}) - (\text{Date \& Time of Service Request Receipt})] / (\text{Total Number of Service Requests Rejected in Reporting Period})$ <p>Reject Interval Distribution:</p> $[\Sigma (\text{Service Requests Rejected in “X” minutes/hours}) / (\text{Total Number of Service Requests Rejected in Reporting Period})] \times 100$
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate

ORDERING – (LNP) - Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:
<ul style="list-style-type: none">• Reported in intervals = 0 - 4 minutes, 4 - 8 minutes, 8 - 12 minutes, 12 - 60 minutes, 0 - 1 hours, 1 - 8 hours, 8 - 24 hours, >24 hours• Product Reporting Levels<ul style="list-style-type: none">➤ LNP➤ UNE Loop with LNP• Geographic Scope<ul style="list-style-type: none">➤ .State, Region• Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval
Definition:
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.
Exclusions:
<ul style="list-style-type: none"> Rejected LSRs (Clarifications or Fatal Rejects) Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
<p>The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.</p> <ul style="list-style-type: none"> Mechanized - The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention. Partially Mechanized - The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS). Total Mechanized - Combination of Fully Mechanized and Partially Mechanized FOCs.
Calculation:
<p>Average FOC Interval:</p> $\Sigma [(Date \& Time \text{ of Firm Order Confirmation}) - (Date \& Time \text{ of Service Request Receipt})] / (\text{Total number of Service Requests Confirmed in the Reporting Period})$ <p>FOC Interval Distribution:</p> $\Sigma [(\text{Service Requests Confirmed in "X" minutes/hours in the Reporting Period}) / (\text{Total Service Requests Confirmed in the Reporting Period})] \times 100$
Report Structure:
<ul style="list-style-type: none"> Fully Mechanized, Partially Mechanized, Total Mechanized CLEC Specific CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> Reported in intervals = 0 - 15 minutes, 15 - 30 minutes, 30 - 45 minutes, 45 - 60 minutes, 90 - 120 minutes, 120 - 240 minutes, 4 - 8 hours, 8 - 12 hours, 12 - 16 hours, 16 - 20 hours, 20 - 24 hours, 24 - 48 hours, >48 hours Product Reporting Levels <ul style="list-style-type: none"> LNP UNE Loop with LNP Geographic Scope <ul style="list-style-type: none"> .State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
 - POTS – Residence
 - POTS – Business
 - Design
 - PBX (Louisiana SQM)
 - CENTREX (Louisiana SQM)
 - ISDN (Louisiana SQM) (**NOTE:** ISDN included in POTS for Georgia Only)
 - ESSX (Louisiana SQM)
- Unbundled Network Elements
 - UNE Design
 - UNE Non – Design
 - UNE 2 Wire Loop (Louisiana SQM)
 - UNE Loop Other (Louisiana SQM)
 - Unbundled Ports (Louisiana SQM)
- Trunks
 - Local Interconnection Trunks
- Geographic Scope
 - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

The following measure is the exception for all states:

Coordinated Customer Conversion

Which is disaggregated as follows:

UNE LOOPS with INP

UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
<p>Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).</p>
Calculation:
<p>Mean Held Order Interval: $\Sigma(\text{Reporting Period Close Date} - \text{Committed Order Due Date}) / (\text{Number of Orders Pending and Past The Committed Due Date})$ for all orders pending and past the committed due date.</p> <p>Held Order Distribution Interval: $(\# \text{ of Orders Held for } \geq 90 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$ $(\# \text{ of Orders Held for } \geq 15 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

PROVISIONING - Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope
<p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)</p>	

Revision Date: 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods 	
Business Rules:	
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.	
Calculation:	
Average Jeopardy Interval = $\Sigma [(\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})] / [\text{Number of Orders Notified of Jeopardy in Reporting Period}]$ Percent of Orders Given Jeopardy Notice = $\Sigma [(\text{Number of Orders Given Jeopardy Notices in Reporting Period}) / (\text{Number of Orders Confirmed (due) in Reporting Period})]$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service type
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
95% > = 24 hours	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:	
P-3. Percent Missed Installation Appointments	
Definition:	
“Percent missed installation appointments” monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders • End User Misses on Interconnection Trunks 	
Business Rules:	
Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.	
Calculation:	
Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate <p>Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.</p>	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 lines/circuits; > = 10 lines/circuits • Dispatch/No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :
P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
The “average completion interval” measure monitors the interval of time it takes BST to provide service for the CLEC or its’ own customers. The “Order Completion Interval Distribution” provides the percentage of orders completed within certain time periods.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • “L” Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
<p>The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST’s actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.</p> <p>The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.</p>
Calculation :
<p>Average Completion Interval:</p> $\Sigma [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / \Sigma (\text{Count of Orders Completed in Reporting period})$ <p>Order Completion Interval Distribution:</p> $\Sigma (\text{Service Orders Completed in “X” days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+ • UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30 • All Levels are reported <10 line/circuits; >=10 line/circuits

PROVISIONING –

(Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-5. Average Completion Notice Interval	
Definition:	
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders 	
Business Rules:	
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.	
Calculation:	
$\Sigma (\text{Date and Time of Notice of Completion}) - (\text{Date and Time of Work Completion}) / (\text{Number of Orders Completed in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; >= 10 line/circuits 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	NOTE: Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs – (See Appendix D)	

Revision Date 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
<ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Delays due to CLEC following disconnection of the unbundled loop Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested. 	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
$\frac{\sum [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Coordinated\ Unbundled\ Loop) - (Disconnection\ Date\ and\ Time\ of\ an\ Coordinated\ Unbundled\ Loop)]}{Total\ Number\ of\ Unbundled\ Loop\ with\ Coordinated\ Conversions\ (items)\ for\ the\ reporting\ period.}$	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate 	
Level of Disaggregation:	
Reported in intervals <=5 minutes; >5,<=15 minutes; >15 minutes, plus Overall Average interval	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> Report Month CLEC Order Number Committed Due Date (DD) Service Type (CLASS_SVC_DESC) Cutover Start Time Cutover Completion time Portability start and completion times (INP orders) Total Conversions (Items) <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark – See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-7. % Provisioning Troubles within 30 days of Service Order Activity	
Definition:	
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders 	
Business Rules:	
<p>Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.</p> <p>D & F orders are excluded as there is no subsequent activity following a disconnect.</p>	
Calculation:	
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\Sigma (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders completed in the report calendar month})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :	
P-8. Total Service Order Cycle Time (TSOCT)	
Definition:	
This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes. 	
Business Rules:	
<p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.</p>	
Calculation :	
Total Service Order Cycle Time $\frac{\Sigma(\text{Date and Time of Service Request Receipt}) - (\text{Completion Date and Time of Service Order}) (\text{SOCS HIST-CD DATE})}{(\text{Count of Orders Completed in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of < 10 line/circuits; > = 10 line/circuits • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-9. Service Order Accuracy <u>GEORGIA ONLY</u>	
Definition:	
The “service order accuracy” measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.	
Exclusions:	
<ul style="list-style-type: none"> Cancelled Service Orders Order Activities of BST associated with internal or administrative use of local services & F orders 	
Business Rules:	
A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.	
Calculation:	
Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100	
Report Structure:	
CLEC Aggregate	
Level of Disaggregation:	
<ul style="list-style-type: none"> Reported in categories of <10 line/circuits; > = 10 line/circuits Dispatch / No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> Report Month CLEC Order Number and PON Local Service Request (LSR) Order Submission Date Committed Due Date Service Type Standard Order Activity <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> Being investigated at this time
Retail Analog/Benchmark: (Under Investigation)	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:
LNP – 10. Percent Missed Installation Appointments
Definition:
Percent Missed Installation Appointments monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments: $[(\text{Number of Orders Not Completed by Committed Due Date in Reporting Period}) / (\text{Number of Orders Completed in Reporting Period})] \times 100$
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate <p>Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.</p>
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop Associated w/LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)